

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 3, 2008

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on May 20, 2008 and special meeting on May 22, 2008

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Family Medicine Week
 - Institute of Real Estate Management (IREM)
 - Homeownership Month

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Eugene Anderson-United Builders and Contractors, Inc., An Association of African American Businesses.

COUNCIL BUSINESS

UNFINISHED COUNCIL BUSINESS

2. A08-07R Request by John Philbrick, on behalf of the City of Wichita, to annex land generally located north of 55th Street South, between Clifton Avenue and Southeast Boulevard. (District III)
(Deferred May 13, 2008)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

3. Arkansas River Corridor Access Plan. (Districts I, III, IV, V, and VI)

RECOMMENDED ACTION: Approve the Arkansas River Corridor Access Plan (ARCAP) as a guideline for future access point development within the City of Wichita.

4. Amend City Code Chapter 7.56, Regulating Smoking.

RECOMMENDED ACTION: Approve the ordinance as amended on second reading.

NEW COUNCIL BUSINESS

5. Appeal from an order of the Chief of Police to reclassify Local Liquor License of Loco Joes LLC at 417 East Douglas. (District I)

RECOMMENDED ACTION: Conduct a hearing of the licensee's appeal and issue an order either upholding or overturning the same.

6. Public Hearing on Proposed Assessments for One (1) Sewer Project in July 2008 Bond Sale Series 794. (District II)

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed assessments and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction.

7. Approve Building Facade Project in the Core Area. (District VI)

RECOMMENDED ACTION: Close the public hearing; find and declare, upon request of the Mayor that a public emergency exists requiring the final passage of the ordinance on the date of its introduction; and adopt the maximum assessment ordinance and authorize the publication of the ordinance.

8. Letter of Intent for Broadview Hotel Incentives. (District VI)

RECOMMENDED ACTION: Submitted without Staff recommendation.

9. Tennis Services and Management for the Ralph Wulz Riverside Tennis Center. (District VI)

RECOMMENDED ACTION: Approve the contract extension and authorize all the necessary signatures.

10. Kingsbury Tract Development. (District VI)

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

11. 2007 Comprehensive Annual Financial Report.

RECOMMENDED ACTION: Receive and file the 2007 Comprehensive Annual Financial Report and the Independent Accountants' report regarding internal control and compliance with administration of major federal programs for the year ended December 31, 2007.

12. Acquisition of 711 West 2nd Street as a Site for the Proposed Downtown Library. (District IV)

RECOMMENDED ACTION: Approve the Budget; approve the Real Estate Purchase Contract; approve the Lease Agreement and authorize the necessary signatures.

13. Approval of City of Wichita's Final Transition Plan.

RECOMMENDED ACTION: Approve and adopt as a future planning tool the Final Transition Plan for the City of Wichita that encompasses ADA access improvements for City facilities.

14. Wichita Police Department and Law Department Domestic Violence Process Server Grant.

RECOMMENDED ACTION: Approve the application.

15. Charter Ordinance-Municipal Court Judges, Political Activity.

RECOMMENDED ACTION: Place the Charter Ordinance on first reading and that the Charter Ordinance is published twice after final approval.

16. Amendments to the Exempt Employees Classification Ordinance.

RECOMMENDED ACTION: Adopt the ordinance and place it on first reading.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

17. *ZON2000-45 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential to LC Limited Commercial. Generally located south of Central and west of Tyler Road. (District V)

RECOMMENDED ACTION: Approve a one-year extension of time to complete platting to May 14, 2009.

18. *ZON2008-15-City Zone change from SF-5 Single-family Residential to LC Limited Commercial; amended to NR Neighborhood Retail. Generally located on the north side of Harry Street between Todd and Shiloh Streets (District II)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC, approve the zone change subject to Protective Overlay #211, place the ordinance approving the zone change on first reading and publish the ordinance in the official City newspaper following adoption; OR 2) Return the application to the MAPC for reconsideration

19. *ZON2008-17 – Zone change from SF-5 Single-family Residential to LC Limited Commercial; generally located north of Central and west of Elder. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to a PO and subject to platting within one year (requires a 2/3 majority vote of the City Council on the first hearing), withhold publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

20. *SUB 2008-27-Plat of Foliage Fourth Addition located north of 13th Street and on the west side of Webb Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

21. *SUB 2008-08-Plat of Terradyne West Second Addition located on the north side of Central and west of 159th Street East. (District II)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

22. *SUB 2007-41-Plat of Sierra Hills Second Addition, located west of 143rd Street East and on the north side of Pawnee. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

23. *DED 2008-03-Partial Dedication of Abutter's Access Rights located east of Broadway and north of Kellogg. (District I)

RECOMMENDED ACTION: Accept the Dedication.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

* Consent Items

Allan Murdock, Housing Member is also seated with the City Council.

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

*Consent items

24. Terminal Area Redevelopment Program - Terminal Apron Phase I, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the capital project budget increase and authorize the Director of Airports to sign all the documents related to the grants.

25. *Consent to Assignment of Lease - From Hawker Beechcraft Services, Inc. to Signature Flight Support Corporation.

RECOMMENDED ACTION: Approve the Consent to Assignment of Lease and authorize the necessary signatures.

26. *Budget Transfer - Airfield Joint Reseal.

RECOMMENDED ACTION: Approve a budget transfer that increases the Jabara pavement maintenance budget by \$150,000 in 2008 with an offsetting reduction in the Mid-Continent budget.

27. *FlightSafety International - Supplemental Agreement No. 1.

RECOMMENDED ACTION: Approve the Supplemental Agreement, and authorize the necessary signatures.

COUNCIL AGENDA

COUNCIL MEMBER AGENDA

28. Travel Approval for Mayor Brewer to attend the LKM Governing Body Meeting, Coffeerville, Kansas, on June 12-13, 2008.

RECOMMENDED ACTION: Approve the travel expenditures.

29. Travel Approval for Mayor Brewer to attend the 76th Annual United States Conference of Mayors Conference, Miami, Florida on June 20-25, 2008.

RECOMMENDED ACTION: Approve the travel expenditures.

30. Travel Approval for Mayor Brewer and Vice Mayor Schlapp's trip to Sunrise, Florida on May 20th and 21st.

RECOMMENDED ACTION: Approve the travel expenditures.

31. **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDED ACTION: Approve the Appointments

CONSENT AGENDA

32. Report of Board of Bids and Contracts Dated June 2, 2008.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

33. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Morrie J. Soderberg	Lighthouse Properties	1550 North Waterfront Parkway

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

34. Preliminary Estimates:

- a. 2008 Sanitary Sewer Reconstruction, Phase 4 (various locations south of Central, east of West Street) (468-84511/620508/668627) Traffic to be maintained during construction using flagpersons & barricades. (District III, IV, VI) - \$455,000.00
- b. Grand Mere Court adjacent to Lots 9 through 12, Block 1 to serve Belle Terre South 2nd Addition (north of Kellogg, west of 159th Street East) (472-84502/766135/744222/ 490153/480910) Traffic to be maintained during construction using flagpersons & barricades. (District II) - \$50,700.00
- c. Water Distribution System to serve Cambria Addition (east of 143rd Street East, north of Pawnee) (448-90361/735405/470078) Traffic to be maintained during construction using flagpersons & barricades. (District II) - \$122,000.00
- d. Lateral 18, District D, Sanitary Sewer #12 to serve Hunter Health Clinic 2nd Addition (north of Central, east of Hydraulic) (468-84350/744270/480959) Traffic to be maintained during construction using flagpersons & barricades. (District I) - \$73,000.00
- e. Lateral 151, Main 4, Sanitary Sewer #23 to serve Brodbeck Addition (west of Arkansas, north of 29th Street North) (468-84451/744266/480955) Traffic to be maintained during construction using flagpersons & barricades. (District VI) - \$49,950.00
- f. 2008 Contract Maintenance Concrete Repairs Phase 1 Arterials (north of 31st Street South, east of Broadway) (472-84721/132721/620799/133116/) Traffic to be maintained during construction using flagpersons & barricades. (District I,III) - \$560,000.00
- g. Storm Water Drain #345 to serve Cambria Addition (north of Pawnee, east of 143rd Street East) (468-84481/751466/485357) Does not affect existing traffic. (District II) - \$575,000.00
- h. The cost of construction of Storm Water Drain No. 290 to serve Fox Ridge Addition (north of 29th Street North, east of Maize). (District V) (468-84151/751431/485-322) – Total Estimated Cost \$540,560.00
- i. The cost of construction of North Sanitary Sewer Pump Station and Main 15, Sanitary Sewer 23 (along Meridian from south of 53rd Street North to 61st Street North). (District VI) (468-83682/744009/480-697) – Total Estimated Cost \$3,217,500.00
- j. The cost of construction of Storm Water Drain No. 621 to serve Pawnee Mesa Addition (north of Pawnee, east of 119th Street West). (District IV) (468-84152/751419/485-310) – Total Estimated Cost \$108,900.00
- k. The cost of Improvement Program at 105 South Broadway (southwest corner of Douglas and Broadway). (472-84411/766019/491-020) (District I). – Total Estimated Cost \$603,100.00

(Item 34 continued)

- l. The cost of construction of Storm Water Drain No. 254 to serve North Ridge Village Addition (north of 37th Street North, west of Ridge). (District V) (468-83978/751403/485-294) – Total Estimated Cost \$241,020.00
- m. The cost of construction of Storm Water Drain No. 301 to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West). (District IV) (468-84230/751434/485-325) – Total Estimated Cost \$165,900.00
- n. The cost of construction of Storm Water Drain No. 308 to serve Northgate Addition (north of 53rd Street North, west of Meridian). (District V) (468-84254/751437/485-328 - Total Estimated Cost \$939,300.00

RECOMMENDED ACTION: Receive and file.

35. Petitions for Public Improvements:

- a. Construct Public Improvements in Parkstone Addition, north of Douglas, east of Hillside. (District II)
- b. Pave Gouverneur and Osie Circle south of Harry. (District III)
- c. Construct Sanitary Sewer, Drainage and Water System Improvements for Waterfront Residential and Greenwich Office Park Additions, north of 13th Street, west of Greenwich. (District II)
- d. Renovate Building Facade at 1716 East Douglas, north of Douglas, east of Hydraulic. (District I)
- e. Storm Water Drain in Cedar View Village Addition, east of Greenwich, south of Kellogg. (District II)
- f. Zelta paving, from Kellogg to Waterman. (District II)
- g. Sanitary Sewer, Drainage, Water Distribution Systems to serve part of Country Hollow Addition, south of Kellogg, east of 127th Street East. (District II)
- h. Ornamental Street Lights on Douglas, west of Dellrose. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

36. Agreements/Contracts:

- a. Renewal of Food Service Establishment Inspection Contract with Kansas Department of Health and Environment.
- b. Agreement to Respread Assessments: Cedar View Village Addition, north of Lincoln Street, east of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

37. Design Services Agreements:

- a. Design Agreement Clarification: Kellogg from Cypress to 159th Street East. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

38. Change Orders:

- a. Water Line Replacement in Anderson Addition, east of Meridian, north of Maple. (Districts IV and VI)
- b. Central Corridor Railroad Improvement. (District VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

39. Property Acquisition:

- a. Partial Acquisition of 2010 South Broadway for the Improvement of Mt. Vernon between the Arkansas River and Broadway. (District III)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

40. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement System, February 27, 2008
Police and Fire Retirement System, February 27, 2008
Wichita Employees' Retirement Board/Police & Fire Retirement Board, April 3, 2008
District Advisory Board I, April 7, 2008
District Advisory Board II, March 3, 2008
District Advisory Board II, April 7, 2008
District Advisory Board III, April 2, 2008
District Advisory Board VI, April 7, 2008
District Advisory Board VI, April 16, 2008
Board of Electrical Appeals, April 22, 2008
Wichita Public Library, April 15, 2008
Wichita Historic Preservation Board, April 14, 2008

RECOMMENDED ACTION: Receive and file.

41. Easement Encroachment Agreement. (District I)

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

42. Lawrence-Dumont Stadium Real Property Waiver. (District IV)

RECOMMENDED ACTION: Approve the Real Property Waiver and authorize the necessary signatures.

43. Notice of Intent to Use Debt Financing - Terminal Area Redevelopment Program - Apron Phase I.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

44. Partial Redemption of Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)

RECOMMENDED ACTION: Adopt the Resolution authorizing execution of the Bill of Sale and Certificate of Redemption for the purpose of conveying ownership of the purchased property to Spirit AeroSystems in accordance with the 2006 Lease Indenture and authorize the necessary signatures.

45. Payment of Condemnation Award, Case No. 07CV3306, Road and Storm Water Improvements to West Street between Maple and Central Avenues, Parcels 1 and 32. (District VI)

RECOMMENDED ACTION: Authorize payment to the clerk of the District Court in the amount of \$342,647.00 for acquisition of property easements condemned in Case No. 07CV3306.

46. Providing Local Laser Printer Repair – Selection of Vendors

RECOMMENDED ACTION: Approve the contract to KK Office Solutions Inc. and authorize the necessary signatures.

47. Second Reading Ordinances: (First Read May 20, 2008)

a. 31st Street South Bridge at Glenn. (District IV)

An ordinance declaring the 31st street south Bridge at Glenn (472-84702) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

b. 2008 Street Rehabilitation Program. (Districts I and IV)

An ordinance declaring grove, from Bayley to Lincoln; grove, from Lincoln to Morris; Lincoln, from grove to the bridge over the Wichita drainage canal and k-42 highway from Hoover to the I-235 freeway (2008 street rehabilitation program) 472-84725 to be main trafficways within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficways; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: A08-07R- Request by John Philbrick, on behalf of the City of Wichita, to annex land generally located north of 55th Street South, between Clifton Avenue and Southeast Boulevard. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The Property Management Division, on behalf of the City of Wichita, is requesting to annex 5.37 acres of land generally located north of 55th Street South, between Clifton Avenue and Southeast Boulevard. The annexation area abuts the City of Wichita to the south and east. Its anticipated use is undetermined at this time.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 5.37 acres of property currently zoned “IP-A” Industrial Park – Airport. Upon annexation, the zoning will remain the same. Property directly to the north is undeveloped and is zoned “LI” Limited Industrial. Property to the east and south is undeveloped and is zoned “IP-A” Industrial Park-Airport. Property to the west is developed with the Pinaire Mobile Home Park Addition and is zoned “SF-5” Single-Family Residential.

Public Services: The nearest water line is a 12" line located in Clifton, coming south from Oaklawn and ending adjacent to the west edge of the subject property. There is also another 12" water line located in Clifton, just south of the subject property, adjacent to the Meadowlake Beach Addition. There is also a 24" sewer main in Clifton that runs along the west edge of the subject property.

Street System: Clifton Avenue, a two-lane paved road, runs along the west edge of the subject property. The 2008 Transportation Improvement Program, the City of Wichita Capital Improvement Program (CIP) 2007-2016 and the Sedgwick County Capital Improvement Program 2008-2012 do not call for street improvements near the proposed annexation site.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita will provide fire protection from Fire Station No. 19, located at 4440 South Broadway with a seven (7) to eight (8) minute response time. Upon annexation, police protection will be provided to the area by the Patrol South Bureau, of the Wichita Police Department, headquartered at 211 E. Pawnee.

Parks: Emery Park, a 30-acre park, is located approximately 2 miles to the northwest of the proposed annexation site and contains two tennis courts, a BMX track, a concession stand, a basketball court, a children's play area, a restroom, a drinking fountain and a parking area. Chapin Park, a 190-acre park, is located approximately 2 1/2 miles to the northwest from the proposed annexation site and is currently open space that is used by the Radio Control Club for model airplane flying. Palisade Park, a 5-acre park, is located approximately 2 miles to the west of the subject property and is an open space neighborhood park. South Lakes Park, a 250-acre park, is approximately 2 1/2 miles to the west of the proposed site and contains 16 soccer fields, 8 softball diamonds, 1 football field, 3 concession stands, 4 fishing lakes and 2 parking areas. In addition, the South Arkansas River Greenway, a 158-acre park, is approximately 2 miles to the south of the subject property and is undeveloped parkland along the Arkansas River. In addition, land has been donated to the City just south of the subject property, of which could potentially be developed into a future park, although this is undetermined at this time. Alternatively, according to the 1996 Parks and Open Space Master Plan, a potential future park site has been proposed just west of the subject property.

School District: The annexation property is part of the Unified School District 260 (Derby School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$19,330 with a total assessed value of \$2,319. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$74 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the anticipated use of the property is undetermined.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

PUBLISHED IN THE WICHITA EAGLE ON_____

ORDINANCE NO._____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A08-07)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District III respectively:

That part of the East ½ of the Southwest ¼ of Section 23, Township 28 South, Range 1 East of the 6th P.M. Sedgwick County, Kansas described as follows: Beginning at the Northwest corner of the East ½ of said Southwest ¼; thence South 89 degrees 17' 18" East along the North line of the East ½ of said Southwest ¼, 785.06 feet; thence South 00 degrees 00' 06" East, 198.63 feet; thence South 45 degrees 18' 16" West, 140.66 feet; thence North 89 degrees 23' 22" West, 242.33 feet; thence South 68 degrees 41' 23" West, 302.36 feet; thence South 89 degrees 59' 54" West, 161.00 feet to a point on the West line of the East ½ of said Southwest ¼; thence North 00 degrees 00' 06" West along the West line of the East ½ of said Southwest ¼ 414.62 feet to the point of beginning, except that part dedicated for Clifton Avenue road right-of-way.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

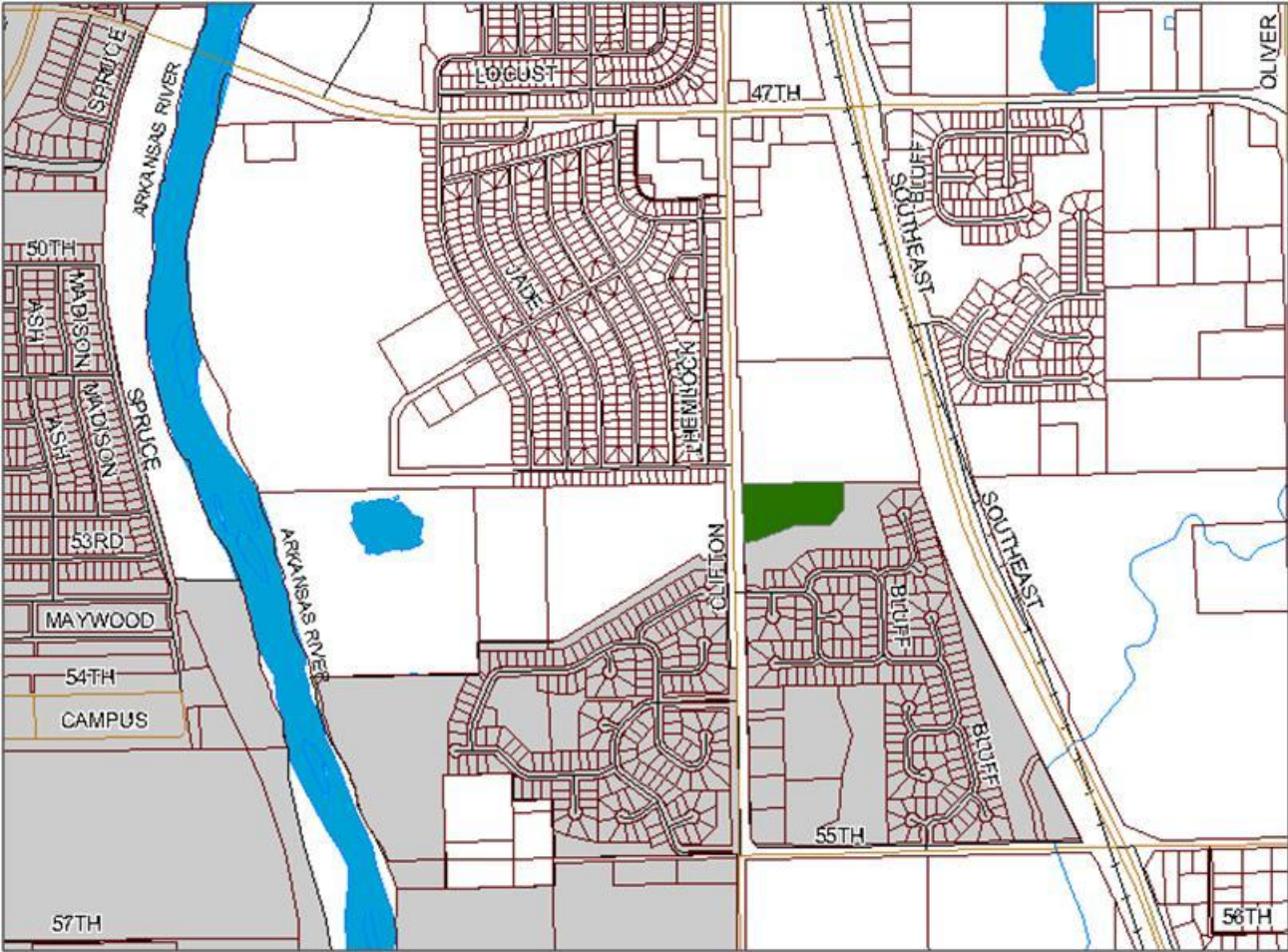
Approved as to form:

Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located north of 55th Street South, between Clifton Avenue & Southeast Blvd.

Address:		Reason(s) for Annexation:	
5.37	Area in Acres	<input checked="" type="checkbox"/> X	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:
Existing zoning:		"IP-A" Industrial Park - Airport	



WICHITA CITY LIMITS

AREA TO BE ANNEXED

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Agenda Item No. 3.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council

SUBJECT: Arkansas River Corridor Access Plan. (Districts I, III, IV, V, & VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Unfinished Business

Recommendation: Approve the Plan.

Background: On November 7, 2006 City Council approved the selection of Applied Ecological Services and Patti Banks Associates to provide design and planning services for the development of the Arkansas River Corridor Access Plan (ARCAP). The ARCAP project was a multi-jurisdictional plan that included project partners from a three county area. The partners in this plan include the Arkansas River Coalition, Reno County, Sedgwick County, Sumner County, Hutchinson, South Hutchinson, Wichita, Derby, Oxford, and the Kansas Department of Wildlife and Parks. Each partner provided financial contributions to this plan. The ARCAP steering committee included representatives from each partner listed above to guide and direct activities for the planning and design services.

The ARCAP project was developed to evaluate the possibility of creating recreational opportunities by utilizing existing access points and assess possible future access points. The river corridor extends from the Rice and Reno county line downstream to the city of Oxford, Kansas. The ARCAP included a series of six Public Input meetings at three locations. Meetings were held in South Hutchinson, Wichita, and Oxford, Kansas. The ARCAP also included a Technical Workshop Meeting at the Herman Hill Water Center working with local canoe and kayaking experts, which included the study of dam obstructions at the 21st St. and Lincoln St. dams for recreational transition. The final Master Plan report was recently presented to the ARCAP steering committee and was accepted on December 7, 2007. The plan was previously reviewed and accepted by the Wichita Park Board on November 19, 2007. On February 5, 2008, City Council directed staff to take the Plan out to the community through the District Advisory Boards (DABs). All six (6) DABs approved the Plan and recommended the City Council accept the recommended action.

Analysis: The completion of this plan provides a general guideline and recommendations to the project partners for potential access point development. The information provides a blueprint for possible new recreational opportunities along the Arkansas River for the City of Wichita and surrounding communities. Within the City of Wichita the plan identifies three recreational transitions for watercraft at the 21st Street “tubes”, the 21st Street dam and the Lincoln Street dam. Two additional potential access points are identified as well at Herman Hill Park and Sim Park.

Financial Considerations: Currently there are no Capital Improvement Program (CIP) funds identified to execute any portion of the plan. All future improvements will be funded either through the CIP if approved by City Council or by the Kansas Department of Wildlife and Park grants. This plan will be brought back to the City Council for future action in authorizing all or a portion of the plan to move forward with additional recreational opportunities as outlined in this report.

Legal Considerations: None at this time.

Goal Impact: The approval of this plan will enable the city and surrounding communities to enhance and improve the Quality of Life by creating recreational opportunities. The completion of this plan also increases the probability of future state and federal grant funding for river recreation projects.

Recommendation/Action: It is recommended that the City Council approve the Arkansas River Corridor Access Plan (ARCAP) as a guideline for future access point development within the City of Wichita.

Agenda Item No. 4.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: Amend City Code Chapter 7.56, Regulating Smoking

INITIATED BY: City Council

AGENDA: Unfinished Business

Recommendation: Adopt the Ordinance was amended, revising the City Code Sections regulating smoking, to restrict smoking in certain places of business and require appropriate signage.

Background: On May 6, 2008, City Council considered and discussed, on first reading, an Ordinance that would have regulated smoking in food service establishments and premises licensed to sell liquor or cereal malt beverages by the drink, generally adding both to the list of places where smoking would be prohibited. After comment from the public and from the bench, Council set the Ordinance over for second reading on June 3, 2008, with certain changes as directed from the bench.

Analysis: The revised Ordinance incorporates changes in pursuance of the Council's direction of May 6, 2008. It substitutes a more general "place of business" concept for the food service establishments and licensed premises addressed by the original text. It also removes the references in existing Code Section 7.56.020(b) that generally exempted Century II and the Airport terminal in the past. It retains the restrictions relating to protection of persons under age 18, except where a business (e.g., housing provider) can show that it is prevented by applicable law from excluding persons under age 18. It slightly adjusts some of the fee provisions, and adds a definition of "charitable fundraising event," and enforcement provisions.

Financial Considerations: To help defray the cost of inspections provided for under the ordinance, each permit application that would necessitate inspections would require a non-refundable fee of \$250. This fee will probably not be enough to fully offset costs of regulation, but can be adjusted by amendment once the City has a few years of experience to establish total annual cost.

Legal Considerations: The Law Department has prepared the amendments to the ordinance, and approved it as to form.

Goal Impact: The ordinance is designed to advance the goals of Safe & Secure Communities and Quality of Life by promoting the public health and helping to protect citizens from the adverse affects of involuntary exposure to environmental tobacco smoke.

Recommendations/Actions: Approve the ordinance as amended on second reading.

Attachments: Ordinance Amending Chapter 7.56 of the Code of the City of Wichita (Clean and marked versions).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS CONCERNING SMOKING IN CERTAIN PLACES OF BUSINESS, AMENDING SECTIONS 7.56.010, 7.56.020, 7.56.030, 7.56.040 & 7.56.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, REPEALING THE PRIOR VERSIONS OF SUCH SECTIONS, AND ADDING NEW SECTIONS 7.56.021, 7.56.022, 7.56.060 AND 7.56.070 TO CHAPTER 7.56 OF THE CODE OF THE CITY OF WICHITA.

Whereas, numerous studies have determined that environmental tobacco smoke (ETS) is a significant source of exposure to toxic indoor air contaminants, causally associated with respiratory illnesses, including lung cancer, asthma and emphysema; and

Whereas, there is scientific research linking ETS with heart disease, responsible for an estimated 35,000 coronary heart disease deaths annually among adult nonsmokers in the United States as a result of ETS exposure; and

Whereas, ETS carcinogens and poisons pose special risks to children, the elderly, food and beverage service employees, and individuals with cardiovascular disease and/or impaired respiratory function, including asthmatics and those with obstructive airway disease; and

Whereas, ETS exposure has been causally associated with developmental, respiratory, carcinogenic and cardiovascular effects, including fatal outcomes such as sudden infant death syndrome; and

Whereas, accordingly, the Wichita City Council recognizes that ETS poses a serious public health hazard, that nonsmokers need protection from involuntary ETS exposure and that therefore, regulation by the City Council of the burning of tobacco in businesses open to the public and businesses employing minors is imperative in order to protect the public health and welfare;

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 7.56.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.010 DEFINITIONS.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section:

- (A) Business means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.
- (B) Charitable fundraising event means for the purposes of this Chapter, an event conducted for solicitation or receipt by any person of any money, property or other benefit if, before or in the course of any such event, the person conducting the event represents: (1) that the purpose of that soliciting or receiving, or (2) that the purpose of an activity or enterprise of which that soliciting or receiving is a part, is or includes any charitable purpose deemed to be benevolent, philanthropic or patriotic . It does not matter whether the money or benefit concerned is solicited or received

in person or by other means (such as by mail, telephone or facsimile transmission), or as a direct donation at the event.

- (C) Employee means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a non-profit entity.
- (D) Employer means any business which employs the services of one or more individual persons.
- (E) Place of business means any premises under the control of an employer where activities in furtherance of its profit-making purposes are carried out, including, but not limited to, manufacturing activities, as well as the sale or delivery of goods or services to patrons or customers.
- (F) Smoking means possession of a cigarette, cigar, or pipe partially or wholly consisting of or containing burning vegetation, or possession of any other device containing burning vegetation that is used for the introduction of smoke from the burning vegetation into the human body. For the purposes of this definition, the term vegetation includes, but is not limited to, tobacco, but does not include any controlled substance listed in K.S.A. 65-4105 through K.S.A. 65-4113 inclusive, and amendments thereto.

Section 2. Section 7.56.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.020 PROHIBITION OF SMOKING IN CERTAIN PLACES.

It is unlawful for any person to engage in smoking, or (with respect to subsection (E)) for any business to permit smoking, in any of the following places within the city:

- (A) Chambers of the City Council;
- (B) Elevators, restrooms, hallways, stairways accessible to the general public located within any building owned or maintained by the city or any political subdivision of the city. This shall not include buildings owned by the city that are leased under the Industrial Revenue Bond Act and portions of buildings which are leased to tenants of the Wichita Airport Authority at Wichita Mid-Continent Airport;
- (C) Every room, chamber, place of meeting or political assembly under the control of the city, or any political subdivision of the city, during such time as a public meeting is in progress;
- (D) Within buses operating under the authority of the Metropolitan Transit Authority; and,
- (E) Any place of business, except as otherwise provided in Section 7.56.021.

Section 3. New Section 7.56.021 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.021

CONDITIONS UNDER WHICH SMOKING AT A PLACE OF BUSINESS IS PERMITTED. Notwithstanding the general prohibition in Section 7.56.020(E), a business may elect to permit smoking (and if it so elects, persons eighteen (18) years of age or older may lawfully engage in smoking) at its place of business or designated portion thereof as follows:

- (A) In any, unenclosed, outdoor smoking area, provided such smoking area is located more than ten (10) feet from any building entrance;
- (B) In any clearly posted, designated smoking room which is subject to inspection by the City of Wichita's Office of Central Inspection during the Office's regular operating hours, and which meets all of the following requirements:
 - (1) The smoking room is enclosed on all sides by solid, impermeable walls or windows extending from the floor to ceiling with self-closing doors; and
 - (2) Access to the smoking room is restricted to the employees, customers and vendors of the facility; and
 - (3) The smoking room maintains a negative air pressure (meaning more air is exhausted from the room than is directly supplied by the heating, ventilation, and air conditioning (HVAC) system); and
 - (4) The smoking room's smoke-contaminated air is exhausted directly to the outdoors and is not returned to the HVAC system; and
 - (5) The smoking room and any equipment contained therein are maintained and serviced when the room is not occupied by smokers; and
 - (6) There is no need for employees, customers or vendors to pass through the smoking room to access restrooms, break areas, or any other portion of the place of business which they might need to access, and the business does not require employees, customers or vendors to enter the smoking room when it is occupied by smokers; and
 - (7) Non-smoking employees and vendors of the business have access to a separate, enclosed, non-smoking break room accessible only to the employees and vendors of the business which is of equal or larger size and has amenities comparable to the smoking room; and
 - (8) The business has obtained, and annually renews, a permit for the smoking room from the City of Wichita and the City of Wichita's Office of Central Inspection has verified compliance with the provisions of this ordinance;
- (C) In all or a designated portion of the individual guest rooms, apartments or other residential units rented by hotels, motels, apartment buildings or residential landlords.
- (D) At any place of business clearly posted at each entrance as a smoker-friendly facility where smoking is permitted, provided:
 - (1) The business either, a) can establish that it has no legal ability to exclude customers and patrons under eighteen (18) years of age, or, b) has the legal

ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age; and

(2) The business has no employees at the place of business who are under eighteen (18) years of age, except for any such employees who were already employed at that place of business on the effective date of this ordinance; and

(3) The employer has obtained, and has on file, from each employee working at such place of business, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and

(4) The place of business and its records reflecting the age of current employees, as well as the signed employee acknowledgments of the dangers of environmental tobacco smoke, are available for and subject to inspection by the City of Wichita's Office of Central Inspection during the regular operating hours of such Department; and

(5) The business has obtained, and annually renews, a permit from the City of Wichita to operate the place of business as a smoker-friendly facility;

(E) The place of business, or a portion thereof has been rented to or reserved by the sponsor of a charitable fundraising event that incorporates tobacco products, provided:

(1) The place of business, or portion thereof so reserved, is clearly posted at all entrances, at least two hours prior to the fundraising event, with signs warning customers and patrons that smoking is being permitted on the premises during the fundraising event; and

(2) The business has the legal ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age, from the place of business, or the portion thereof reserved for the fundraising event, for the duration of the fundraising event; and

(3) The business has no employees at the place of business, or in that portion of the place of business reserved for the fundraising event, during the fundraising event, who are under eighteen (18) years of age; and

(4) The employer has obtained, and has on file, from each employee working at such place of business, or in that portion of the place of business reserved for the fundraising event, during the fundraising event, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and

(5) The business has put in place reasonable steps to prevent smoke from intruding into any portions of the place of business occupied or in use by customers or patrons not participating in the fundraising event; and

- (6) The business has obtained from the City of Wichita a permit to allow smoking at the place of business for the duration of the specific fundraising event.

Section 4. New Section 7.56.022 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.022 PROMOTION OF OCCASIONAL SMOKE-FREE EVENTS AT SMOKER-FRIENDLY PLACES OF BUSINESS. An operator of a place of business that desires to schedule and promote an occasional smoke-free event on premises normally operated as a smoker-friendly place of business shall ensure that all indoor smoking on the premises is discontinued at least twelve hours prior to the scheduled commencement of the smoke-free event, and, during the smoke-free event, shall replace or cover its smoker-friendly signage with signage advising that smoking is prohibited.

Section 5. Section 7.56.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.030 POSTING OF SIGNS.

- (A) The owner, manager or other person having control of buildings or businesses where smoking is prohibited by this Chapter shall have a conspicuously posted sign clearly stating that smoking is prohibited at each entrance and within the building or other areas where smoking is prohibited.
- (B) Such "No Smoking" signs shall have bold lettering of not less than one (1) inch in height. The international "No Smoking" symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it).
- (C) The owner, manager or other person having control of places of business which elect to permit smoking under one or more subsections of Section 7.56.021 shall have a conspicuously posted sign clearly stating the places at and conditions under which smoking is permitted:
 - (1) At each designated outdoor smoking area established pursuant to Section 7.56.021(A);
 - (2) Immediately outside or on the outer surface of each door into each smoking room established pursuant to Section 7.56.021(B);
 - (3) Immediately outside or on the outer surface of each door at each entrance to a place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D)(which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background); and
 - (4) During and for two hours prior to charitable fundraising events held under 7.56.021(E), immediately outside or on the outer surface of each door at each entrance to the place of business or portion thereof where the fundraising event is being conducted (which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background).Such signs shall also advise persons under eighteen (18) years of age not to seek entry to such posted areas.

Section 6. Section 7.56.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.040 PERMITS AND FEES. For each place of business which an operator elects to operate as a smoker-friendly facility, pursuant to Section 7.56.021(D), or at which the operator elects to maintain a smoking room pursuant to Section 7.56.021(B), the operator shall be required to obtain from the City of Wichita an annual permit, and to undergo an inspection of the permitted place of business by the City of Wichita's Office of Central Inspection. For each charitable fundraising event at which the operator of a place of business desires to permit smoking pursuant to Section 7.56.021(E), the operator shall be required to obtain from the City of Wichita a permit for the event, and to undergo an inspection of the permitted place of business by the City of Wichita's Office of Central Inspection. A non-refundable fee of \$250 shall be required for each permit application hereunder (unless the place of business is applying under 7.56.021(D), and is already restricted by law from admitting persons under age 18, or has demonstrated that it cannot exclude persons under age 18), which fee shall be used exclusively to defray a portion of the costs of enforcement, inspection, and education relating to the hazards of tobacco products. Permits may be denied, and once issued, may be revoked, if inspection of the place of business permitted or proposed to be permitted reveals that the facility design or the smoking activities there conducted or proposed to be conducted are not in conformity with the requirements of this Chapter. All permits issued hereunder shall be conspicuously posted by the applicant on the premises of the permitted place of business.

Section 7. Section 7.56.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.050 VIOLATIONS AND PENALTIES.

- (A) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this Chapter to fail to comply with all of its provisions.
- (B) It shall be unlawful for any person who owns, manages, operates or otherwise controls any premises subject to regulation under this Chapter to allow smoking to occur where prohibited by this Chapter. Any such person allows smoking to occur under this section if he or she:
 - (1) has knowledge that smoking is occurring, and;
 - (2) acquiesces to the smoking under the totality of the circumstances.
- (C) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Chapter.
- (D) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any place of business to allow a person under eighteen (18) years of age to enter:
 - (1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or

(2) the premises of the place of business or portion thereof in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(E), while smoking is being permitted at such event; or

(3) any place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.

Each person under eighteen (18) years of age who is allowed entry in violation of this section will give rise to a separate violation, and each instance in which a given individual under eighteen years of age is allowed entry in violation of this section will give rise to a separate violation.

(E) It shall be unlawful for any person under eighteen (18) years of age to enter:

(1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or

(2) any place of business or portion thereof which is in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(E), while smoking is being permitted; or

(3) any place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.

Each instance in which a person under eighteen (18) years of age gains entry in violation of this section will give rise to a separate violation.

(F) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by:

(1) A fine not exceeding One Hundred Dollars (\$100.00) for the first violation.

(2) A fine not exceeding Two Hundred Dollars (\$200.00) for a second violation within a one (1) year period of the first violation.

(3) A fine not exceeding Five Hundred Dollars (\$500.00) for a third or subsequent violation within a one (1) year period of the first violation.

(4) For the purposes of this subsection, the number of violations within a year shall be measured by the date the smoking violations occur.

(G) In addition to the fines established by this Section, violation of this Chapter by a person having control of a place of business may result in the suspension or revocation of any permit or license issued for the premises on which the violation occurred.

Section 8. New Section 7.56.060 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.060 ENFORCEMENT.

(A) The authority to administer the provisions of this article is vested in the Office of Central Inspection and his or her duly authorized

representative(s), and whenever the need arises, the Superintendant of the Office of Central Inspection may call upon the, Wichita Police Department, and other departments of the City to aid in the enforcement of this Chapter.

- (B) Notice of the provisions set forth in this Chapter shall be given to all applicants for a City business license.
- (C) Any person may register a complaint under this Chapter to initiate enforcement with the Police Department.
- (D) The Wichita Police Department and the Office of Central Inspection shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance of this Chapter, and each such department may also enforce the provisions of this Chapter through investigation of complaints filed and unannounced inspections of the premises and records regarding compliance with this Chapter.
- (E) Any owner, manager, operator or employee of any premises regulated by this Chapter shall be responsible for informing persons violating this Chapter of the provisions through appropriate signage.

Section 9. New Section 7.56.070 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.070 SEVERABILITY.

If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 10. EFFECTIVE DATE. This ordinance shall be effective as of the ninetieth (90th) day following its date of publication.

Passed by the governing body this 3rd day of June, 2008.

Signed by the Mayor:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney and
Director of Law

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS CONCERNING SMOKING IN CERTAIN PLACES OF BUSINESS, AMENDING SECTIONS 7.56.010, 7.56.020, 7.56.030, 7.56.040 & 7.56.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, REPEALING THE PRIOR VERSIONS OF SUCH SECTIONS, AND ADDING NEW SECTIONS 7.56.021, 7.56.022, 7.56.060 AND 7.56.070 TO CHAPTER 7.56 OF THE CODE OF THE CITY OF WICHITA.

Whereas, numerous studies have determined that environmental tobacco smoke (ETS) is a significant source of exposure to toxic indoor air contaminants, causally associated with respiratory illnesses, including lung cancer, asthma and emphysema; and

Whereas, there is scientific research linking ETS with heart disease, responsible for an estimated 35,000 coronary heart disease deaths annually among adult nonsmokers in the United States as a result of ETS exposure; and

Whereas, ETS carcinogens and poisons pose special risks to children, the elderly, food and beverage service employees, and individuals with cardiovascular disease and/or impaired respiratory function, including asthmatics and those with obstructive airway disease; and

Whereas, ETS exposure has been causally associated with developmental, respiratory, carcinogenic and cardiovascular effects, including fatal outcomes such as sudden infant death syndrome; and

Whereas, accordingly, the Wichita City Council recognizes that ETS poses a serious public health hazard, that nonsmokers need protection from involuntary ETS exposure and that therefore, regulation by the City Council of the burning of tobacco in businesses open to the public and businesses employing minors is imperative in order to protect the public health and welfare;

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 7.56.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.010 DEFINITIONS.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section:

- (A) Business means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.
- (B) Charitable fundraising event means for the purposes of this Chapter, an event conducted for solicitation or receipt by any person of any money, property or other benefit if, before or in the course of any such event, the person conducting the event represents: (1) that the purpose of that soliciting or receiving, or (2) that the purpose of an activity or enterprise of which that soliciting or receiving is a part, is or includes any charitable purpose deemed to be benevolent, philanthropic or patriotic. It does not matter whether the money or benefit concerned is solicited or received

in person or by other means (such as by mail, telephone or facsimile transmission), or as a direct donation at the event.

- (C) Employee means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a non-profit entity.
- (D) Employer means any business which employs the services of one or more individual persons.
- (E) Place of business means any premises under the control of an employer where activities in furtherance of its profit-making purposes are carried out, including, but not limited to, manufacturing activities, as well as the sale or delivery of goods or services to patrons or customers.
- (F) Smoking means possession of a cigarette, cigar, or pipe partially or wholly consisting of or containing burning vegetation, or possession of any other device containing burning vegetation that is used for the introduction of smoke from the burning vegetation into the human body. For the purposes of this definition, the term vegetation includes, but is not limited to, tobacco, but does not include any controlled substance listed in K.S.A. 65-4105 through K.S.A. 65-4113 inclusive, and amendments thereto.

Section 2. Section 7.56.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.020 PROHIBITION OF SMOKING IN CERTAIN PLACES.

It is unlawful for any person to engage in smoking, or (with respect to subsection (E)) for any business to permit smoking, in any of the following places within the city:

- (A) Chambers of the City Council;
- (B) Elevators, restrooms, hallways, stairways accessible to the general public located within any building owned or maintained by the city or any political subdivision of the city. This shall not include buildings owned by the city that are leased under the Industrial Revenue Bond Act and portions of buildings which are leased to tenants of the Wichita Airport Authority at Wichita Mid-Continent Airport;
- (C) Every room, chamber, place of meeting or political assembly under the control of the city, or any political subdivision of the city, during such time as a public meeting is in progress;
- (D) Within buses operating under the authority of the Metropolitan Transit Authority; and,
- (E) Any place of business, except as otherwise provided in Section 7.56.021.

Section 3. New Section 7.56.021 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.021

CONDITIONS UNDER WHICH SMOKING AT A PLACE OF BUSINESS IS PERMITTED. Notwithstanding the general prohibition in Section 7.56.020(E), a business may elect to permit smoking (and if it so elects, persons eighteen (18) years of age or older may lawfully engage in smoking) at its place of business or designated portion thereof as follows:

- (A) In any, unenclosed, outdoor smoking area, provided such smoking area is located more than ten (10) feet from any building entrance;
- (B) In any clearly posted, designated smoking room which is subject to inspection by the City of Wichita's Office of Central Inspection during the Office's regular operating hours, and which meets all of the following requirements:
 - (1) The smoking room is enclosed on all sides by solid, impermeable walls or windows extending from the floor to ceiling with self-closing doors; and
 - (2) Access to the smoking room is restricted to the employees, customers and vendors of the facility; and
 - (3) The smoking room maintains a negative air pressure (meaning more air is exhausted from the room than is directly supplied by the heating, ventilation, and air conditioning (HVAC) system); and
 - (4) The smoking room's smoke-contaminated air is exhausted directly to the outdoors and is not returned to the HVAC system; and
 - (5) The smoking ~~break~~ room and any equipment contained therein are maintained and serviced when the room is not occupied by smokers; and
 - (6) There is no need for employees, customers or vendors to pass through the smoking room to access restrooms, break areas, or any other portion of the place of business which they might need to access, and the business does not require employees, customers or vendors to enter the smoking room when it is occupied by smokers; and
 - (7) Non-smoking employees and vendors of the business have access to a separate, enclosed, non-smoking break room accessible only to the employees and vendors of the business which is of equal or larger size and has amenities comparable to the smoking room; and
 - (8) The business has obtained, and annually renews, a permit for the smoking room from the City of Wichita and the City of Wichita's Office of Central Inspection has verified compliance with the provisions of this ordinance;
- (C) In all or a designated portion of the individual guest rooms, apartments or other residential units rented by hotels, motels, apartment buildings or residential landlords.
- (D) At any place of business clearly posted at each entrance as a smoker-friendly facility where smoking is permitted, provided:
 - (1) The business either, a) can establish that it has no legal ability to exclude customers and patrons under eighteen (18) years of age, or, b) has the legal

ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age; and

(2) The business has no employees at the place of business who are under eighteen (18) years of age, except for any such employees who were already employed at that place of business on the effective date of this ordinance; and

(3) The employer has obtained, and has on file, from each employee working at such place of business, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and

(4) The place of business and its records reflecting the age of current employees, as well as the signed employee acknowledgments of the dangers of environmental tobacco smoke, are available for and subject to inspection by the City of Wichita's Office of Central Inspection during the regular operating hours of such Department; and

(5) The business has obtained, and annually renews, a permit from the City of Wichita to operate the place of business as a smoker-friendly facility;

(E) The place of business, or a portion thereof has been rented to or reserved by the sponsor of a charitable fundraising event that incorporates tobacco products, provided:

(1) The place of business, or portion thereof so reserved, is clearly posted at all entrances, at least two hours prior to the fundraising event, with signs warning customers and patrons that smoking is being permitted on the premises during the fundraising event; and

(2) The business has the legal ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age, from the place of business, or the portion thereof reserved for the fundraising event, for the duration of the fundraising event; and

(3) The business has no employees at the place of business, or in that portion of the place of business reserved for the fundraising event, during the fundraising event, who are under eighteen (18) years of age; and

(4) The employer has obtained, and has on file, from each employee working at such place of business, or in that portion of the place of business reserved for the fundraising event, during the fundraising event, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and

(5) The business has put in place reasonable steps to prevent smoke from intruding into any portions of the place of business occupied or in use by customers or patrons not participating in the fundraising event; and

(6) The business has obtained from the City of Wichita a permit to allow smoking at the place of business for the duration of the specific fundraising event.

Section 4. New Section 7.56.022 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.022 PROMOTION OF OCCASIONAL SMOKE-FREE EVENTS AT SMOKER-FRIENDLY PLACES OF BUSINESS. An operator of a place of business that desires to schedule and promote an occasional smoke-free event on premises normally operated as a smoker-friendly place of business shall ensure that all indoor smoking on the premises is discontinued at least twelve hours prior to the scheduled commencement of the smoke-free event, and, during the smoke-free event, shall replace or cover its smoker-friendly signage with signage advising that smoking is prohibited.

Section 5. Section 7.56.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.030 POSTING OF SIGNS.

- (A) The owner, manager or other person having control of buildings or businesses where smoking is prohibited by this Chapter shall have a conspicuously posted sign clearly stating that smoking is prohibited at each entrance and within the building or other areas where smoking is prohibited.
- (B) Such "No Smoking" signs shall have bold lettering of not less than one (1) inch in height. The international "No Smoking" symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it).
- (C) The owner, manager or other person having control of places of business which elect to permit smoking under one or more subsections of Section 7.56.021 shall have a conspicuously posted sign clearly stating the places at and conditions under which smoking is permitted:
 - (1) At each designated outdoor smoking area established pursuant to Section 7.56.021(A);
 - (2) Immediately outside or on the outer surface of each door into each smoking room established pursuant to Section 7.56.021(B);
 - (3) Immediately outside or on the outer surface of each door at each entrance to a place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D)(which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background); and
 - (4) During and for two hours prior to charitable fundraising events held under 7.56.021(E), immediately outside or on the outer surface of each door at each entrance to the place of business or portion thereof where the fundraising event is being conducted (which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background).Such signs shall also advise persons under eighteen (18) years of age not to seek entry to such posted areas.

Section 6. Section 7.56.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.040 PERMITS AND FEES. For each place of business which an operator elects to operate as a smoker-friendly facility, pursuant to Section 7.56.021(D) ~~(unless the place of business is already restricted by law from admitting persons under age 18, or has demonstrated that it cannot exclude persons under age 18)~~, or at which the operator elects to maintain a smoking room pursuant to Section 7.56.021(B), the operator shall be required to obtain from the City of Wichita an annual permit, and to undergo an inspection of the permitted place of business by the City of Wichita's Office of Central Inspection. For each charitable fundraising event at which the operator of a place of business desires to permit smoking pursuant to Section 7.56.021(E), the operator shall be required to obtain from the City of Wichita a permit for the event, and to undergo an inspection of the permitted place of business by the City of Wichita's Office of Central Inspection. A non-refundable fee of \$250 shall be required for each permit application hereunder (unless the place of business is applying under 7.56.021(D), and is already restricted by law from admitting persons under age 18, or has demonstrated that it cannot exclude persons under age 18), which fee shall be used exclusively to defray a portion of the costs of enforcement, inspection, and education relating to the hazards of tobacco products. Permits may be denied, and once issued, may be revoked, if inspection of the place of business permitted or proposed to be permitted reveals that the facility design or the smoking activities there conducted or proposed to be conducted are not in conformity with the requirements of this Chapter. All permits issued hereunder shall be conspicuously posted by the applicant on the premises of the permitted place of business.

Section 7. Section 7.56.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.050 VIOLATIONS AND PENALTIES.

- (A) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this Chapter to fail to comply with all of its provisions.
- (B) It shall be unlawful for any person who owns, manages, operates or otherwise controls any premises subject to regulation under this Chapter to allow smoking to occur where prohibited by this Chapter. Any such person allows smoking to occur under this section if he or she:
 - (1) has knowledge that smoking is occurring, and;
 - (2) acquiesces to the smoking under the totality of the circumstances.
- (C) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Chapter.
- (D) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any place of business to allow a person under eighteen (18) years of age to enter:
 - (1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or

(2) the premises of the place of business or portion thereof in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(E), while smoking is being permitted at such event; or

(3) any place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.

Each person under eighteen (18) years of age who is allowed entry in violation of this section will give rise to a separate violation, and each instance in which a given individual under eighteen years of age is allowed entry in violation of this section will give rise to a separate violation.

(E) It shall be unlawful for any person under eighteen (18) years of age to enter:

(1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or

(2) any place of business or portion thereof which is in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(E), while smoking is being permitted; or

(3) any place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.

Each instance in which a person under eighteen (18) years of age gains entry in violation of this section will give rise to a separate violation.

(F) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by:

(1) A fine not exceeding One Hundred Dollars (\$100.00) for the first violation.

(2) A fine not exceeding Two Hundred Dollars (\$200.00) for a second violation within a one (1) year period of the first violation.

(3) A fine not exceeding Five Hundred Dollars (\$500.00) for a third or subsequent violation within a one (1) year period of the first violation.

(4) For the purposes of this subsection, the number of violations within a year shall be measured by the date the smoking violations occur.

(G) In addition to the fines established by this Section, violation of this Chapter by a person having control of a place of business may result in the suspension or revocation of any permit or license issued for the premises on which the violation occurred.

Section 8. New Section 7.56.060 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.060 ENFORCEMENT.

- (A) The authority to administer the provisions of this article is vested in the Office of Central Inspection and his or her duly authorized representative(s), and whenever the need arises, the Superintendent of the Office of Central Inspection may call upon the, Wichita Police Department, and other departments of the City to aid in the enforcement of this Chapter.
- (B) Notice of the provisions set forth in this Chapter shall be given to all applicants for a City business license.
- (C) Any person may register a complaint under this Chapter to initiate enforcement with the Police Department.
- (D) The Wichita Police Department and the Office of Central Inspection shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance of this Chapter, and each such department may also enforce the provisions of this Chapter through investigation of complaints filed and unannounced inspections of the premises and records regarding compliance with this Chapter.
- (E) Any owner, manager, operator or employee of any premises regulated by this Chapter shall be responsible for informing persons violating this Chapter of the provisions through appropriate signage.

Section 9. New Section 7.56.070 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.070 SEVERABILITY.

If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 10. EFFECTIVE DATE. This ordinance shall be effective as of the ninetieth (90th) day following its date of publication.

Passed by the governing body this 3rd day of June, 2008.

Signed by the Mayor:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney and
Director of Law

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Appeal from an order of the Chief of Police to reclassify Local Liquor License of Loco Joes LLC at 417 E Douglas. (District I)

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Conduct a hearing on the appeal regarding the reclassification of license for Loco Joes LLC, 417 E Douglas from that of Drinking Establishment Restaurant to a Drinking Establishment.

Background: City ordinance defines a Drinking Establishment/Restaurant (DER) as a business that is open to the general public, sells liquor by the individual drink and meets one of the following requirements: The business shall derive not less than 50% of its gross revenues from sales of food and beverages for consumption on such premises in a six-month period; or such business shall derive not less than 30% of its gross revenues from sales of food and beverages for consumption on such premises in a six-month period and shall have not less than 70% of the public assembly area of the licensed premises devoted to designated seating for the service of food for consumption on the licensed premises. (See Wichita City Ordinance/Section **4.04.010(t)**) Minors under the age of 21 years are allowed on the premises of a DE/R but cannot consume alcohol. Any establishment not meeting the above food sales and seating space criteria is classified and licensed as a Drinking Establishment (DE), and minors under the age of 21 years are prohibited from entering or remaining on the premises.

The City Code also provides that a business licensed as a DE/R maybe reclassified as a DE in the event that the business fails to meet food sales or seating space criteria. Wichita City Ordinance/Section **4.16.095 (c)** authorizes the Chief of Police to reclassify any DE/R as a DE if the establishment *“fails to provide information showing either the required amount of gross revenues from sales of food or the percentage of floor space devoted to the designated seating according to the floor plan, and the service of food for consumption on the licensed premise”*. Subsection **4.16.095 (d)** of the City Code provides *that an order of reclassification issued by the Chief of Police may be appealed to the City Council within seven days from the date of the order*. An appeal from the Chief’s order to the City Council stays the order of reclassification until the Council resolves the matter.

Analysis: Loco Joes LLC, located at 417 E Douglas, has been licensed as a DE/R since 10 August 2007. On 29 March 2008 Wichita Police Department Detectives served Mr. Joe Bidwell the owner of Loco Joes LLC with a letter requesting information showing that the establishment was in compliance with Section 4.04.010 (t) regarding percentage of food sales. A list requesting specific information necessary for the audit of Loco Joes LLC revenues was attached. As of 11 April 2008 Detective Quinn has yet to receive the audit information requested.

On 18 April 2008 Chief Williams sent a letter to Mr. Joe Bidwell, the licensee for Loco Joes LLC informing him that the establishment was being reclassified to a DE, due to failure to comply with City ordinance 4.04.010 (t).

Financial Consideration: None

Legal Consideration: If the City Council upholds the decision of the Chief, the licensee has the further option of appealing to the district court, pursuant to state statute. Such an appeal would not stay the order of reclassification.

Goal Impact: Provide a safe and secure environment by enforcing City Ordinances regarding liquor licenses and drinking establishments.

Recommendation/Action: Conduct a hearing of the licensee's appeal and issued an order either upholding or overturning the same.

Malone, Dwire, Jones & Thompson, LLC

Attorneys at Law

JAMES A. THOMPSON
jthompson@mdjlaw.com

111 W. Douglas, Suite 202 • P.O. Box 2082
WICHITA, KANSAS 67201
Phone: (316) 265-4248 Fax: (316) 265-2432
Website: www.mdjlaw.com

E.L. (PAT) MALONE
1927 - 1998
EDGAR WM. DWIRE
1936 - 2007
WARREN G. JONES
(Retired)

RECEIVED

April 23, 2008

APR 24 '08

Wichita City Council
City Hall, 1st Floor
MS 1-13
455 N. Main
Wichita, KS 67202

CITY CLERK OFFICE

Hand Delivered 04/24/2008; Sent Via Fax: 04/24/2008; Sent Via Registered Mail 04/24/2008

**Re: Appeal of Joe Bidwell and Loco Joe, LLC re: reclassification of Liquor License
from a Drinking Establishment/Restaurant to a Drinking Establishment**

Dear Wichita City Council:

Pursuant to Wichita City Ordinance §4.16.095(d) this letter shall serve as a formal request for a hearing in front of the Wichita City Council on the appeal of Joe Bidwell and Loco Joe, LLC (hereinafter "Loco Joe's") regarding the reclassification of Loco Joe's liquor license. Wichita Chief of Police, Norman Williams, reclassified the Drinking Establishment/Restaurant license (hereinafter "DE/R") of Loco Joe's to a Drinking Establishment License (hereinafter "DE").

Accordingly, Joe Bidwell and Loco Joe, LLC., respectfully requests the City Council to hold a hearing on this appeal request and allow Mr. Bidwell adequate time to prepare and gather the other information necessary to support his claims. Moreover, Mr. Bidwell and Loco Joes respectfully request the Council reverse or modify the decision of Chief Williams to reclassify the Loco Joes liquor license.

Moreover, Mr. Bidwell received a letter dated April 18, 2008 from Chief Williams (attached hereto as Exhibit A) stating that the liquor license would be reclassified on April 23, 2008 from its current DE/R status to a DE. Any reclassification on April 23, 2008 is in clear contravention of the appellate rights established in Wichita City Ordinance Section 4.16.095(d), which clearly states "Any appeal taken from an order of the chief of police **shall stay the order of suspension or reclassification until the matter is resolved by the City Council.**" (Emphasis added.)

Consequently, any reclassification of the liquor license without allowing Mr. Bidwell and Loco Joe, LLC, their appellate rights is a violation of not only Wichita City Ordinance but also a deprivation of their constitutional rights to due process.

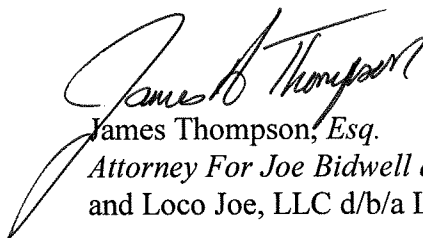
Please be sure to inform your police department that the liquor license for Loco Joe's is still a DE/R until the decision of the Chief of Police is affirmed, reversed or modified by the City Council. If your position is that the reclassification has in fact occurred on April 23, 2008, please notify me accordingly so that my clients may request a federal injunction to protect their rights.

Please provide the date and time for the hearing and allow adequate time to prepare for said hearing. In addition, please provide a copy of the "green sheet" provided to the city council. Finally, please provide a copy of, or reference to, any procedures or guidelines to be followed for this appeal. It does not appear that any such procedures or guidelines are in place under City of Wichita ordinances.

In the alternative, Mr. Bidwell and Loco Joe, LLC, would respectfully request they be granted an additional six month licensing for their DE/R, to provide the requested documentation, as a new kitchen had been installed.

If you have any other questions or concerns, please feel free to contact me at the number listed above.

Sincerely,



James Thompson, Esq.
Attorney For Joe Bidwell and,
and Loco Joe, LLC d/b/a Loco Joes

cc: Joe Bidwell

Enclosure: Ex. A -April 18, 2008 Letter re reclassification..



Mr. Joe Bidwell
c/o Loco Joe's
417 East Douglas
Wichita, Kansas 67207

April 18, 2008

Dear Mr. Bidwell:

This letter is to inform you of the reclassification of Loco Joe's located at 417 East Douglas.

Loco Joe's is currently licensed as a drinking establishment / restaurant. On April 23, 2008 it will become reclassified to a drinking establishment, subject to all the rules set forth in City Ordinance 4.16.000.


The basis for the reclassification is the failure to comply with City Ordinance 4.04.010 subsection (t), 30% food sales.

On March 29, 2008 Detective James A. Quinn, of the Wichita Police Department Vice Section, serviced you with a letter requesting information showing that your establishment was in compliance with City Ordinance 4.04.010.

As of April 11, 2008 Detective Quinn has not received information showing that your business is in compliance with City Ordinance 4.04.010 subsection (t), 30% food sales.

You may appeal this letter of reclassification to the City Council within seven (7) days of the date on this letter. A copy of the ordinance is attached to assist you.

Sincerely,


Norman D. Williams
Chief of Police

NDW:jm

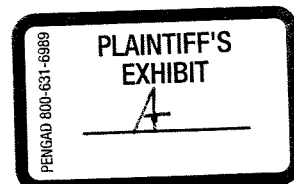
Attachment

Office of the Chief of Police

City Hall • 4th Floor • 455 North Main • Wichita, Kansas 67202

T 316.268.4158 • F 316.268.4566

www.wichita.gov



**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: Public Hearing on Proposed Assessments for, One (1) Sewer Project,
in July 2008 Bond Sale Series 794 (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the proposed assessments and ordinances.

Background: The City Council was notified on May 13, 2008 that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published May 9, 2008 in the Wichita Eagle being not less than ten days prior to the date of hearing.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on May 22, 2008. The property owners have until May 30, 2008 to pay their assessment and avoid paying interest. The assessments not paid during this period will be in the July 2008 Bond Sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2008 tax roll.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The project was initiated pursuant to provisions of KSA 12-6a01 et seq. as amended. The project is:

480-900 468-84317 Lateral 1, Main 23, Four Mile Creek Sewer (78% Petition)

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction.

Attachment: Special Assessment project list.

HEARING ON PROPOSED ASSESSMENTS FOR CONSTRUCTION OF SEWER PROJECT:

On May 13, 2008 the Council was notified that the Proposed Assessment Roll for construction of the following sewer project has been prepared and was on file in the office of Debt Management in the Finance Department for public inspection:

SEWER PROJECT:

a. (480-900/468-84317) Construction of LATERAL 1, MAIN 23, FOUR MILE CREEK SEWER, North of 21st, West of 159th Street East, as authorized by Resolution 07-109, rescinded by Resolution 07-725, adopted February 13, 2007 & December 18, 2007 and published February 15, 2007 & December 21, 2007. Petition for this improvement was signed by owners representing 78% of the property ownership. The Statement of Cost approved 12/18/2007 in the amount of \$613,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, May 20, 2008, of an ordinance entitled:

AN ORDINANCE LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING LATERAL 1, MAIN 23, FOUR MILE CREEK SEWER, TO SERVE MONARCH LANDING ADDITION & UNPLATTED RESIDENTIAL TRACT 1, North of 21st, West of 159th Street East (468-84317/480-900).

The general nature of such emergency is to enable the City to deliver final Statements of Assessment to the property owners included in the above described improvement district on May 22, 2008.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on this 20th day of May 20, 2008.

(Seal)
ATTEST:

CARL BREWER, Mayor

KAREN SUBLETT, City Clerk

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members
SUBJECT: Approve Building Facade Project in the Core Area. (District VI)
INITIATED BY: Office of Urban Development
AGENDA: New Business

Recommendation: Declare an emergency and approve the ordinance on first reading.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area. Costs of improvements are paid through issuance of special assessment debt against the subject buildings. One of these buildings is the Wichita Executive Center (SC Telecom) Building at 125 N. Market.

On March 4, 2008, the City Council approved a petition, adopted a resolution and established a public hearing on March 18, 2008 to formally consider the request. Due to issues with fractional ownership and lending agreements, the public hearing was deferred to provide an opportunity to address these issues. On May 6, 2008 the City Council held a public hearing on the advisability of the facade improvements to the Wichita Executive Center (SC Telecom) facade (as part of an "ordering in" process), approved the project, adopted a resolution authorizing the creation of an improvement district and originally established a public hearing for May 20, 2008 to formally consider special assessments for these improvements. On May 20, 2008, a resolution was adopted to change the public hearing date from May 20 to June 3, 2008 to formally consider special assessments for these improvements.

Analysis: The Wichita Executive Center (SC Telecom) Building is a nineteen story building with 312,875 s.f. located at 125 N. Market. The owners have begun interior improvements, remodeling common areas, adding technology infrastructure, replacing the roof, and various tenant improvements.

Exterior improvements to the Wichita Executive Center (SC Telecom) building include changing the entire appearance of the building facade on some sides to create a visually stimulating impact to travelers entering the downtown area. Facade improvements on this building are expected to be approved in two phases. At this time, only some ground level (phase one) improvements are being sought. These are exterior or facade enhancements necessary in conjunction with the main floor lobby and atrium improvements to be separately financed but jointly constructed as part of the overall building refurbishment.

Projected cost of the *total* facade improvements envisioned is \$4,796,264 (increasing to \$6,115,000 with estimated financing costs); however, the cost for phase one of the improvements is \$861,981 (increasing to \$1,078,801 with estimated financing costs). The proposal assumes 20-year special assessment financing. State law requires a formal public hearing to levy assessments against a special assessment benefit district.

This project will utilize a slightly different process than normal special assessments. The protest period that normally comes at the end of a completed project (after there is a final statement of cost) will instead take place on the front end. For this reason, a ***maximum assessment amount*** is provided, which cannot be exceeded. Therefore, a 10% contingency is included in the estimated costs. An administrative charge for the City that is part of the Facade Improvement Program and development fees for Real Development are also included.

Financial Considerations: The estimated project cost for this phase is \$1,078,801. Financing will be Taxable General Obligation Special Assessment Bonds, paid as to principal and interest with special assessments levied against the improved property and will be backed by the full faith and credit of the City of Wichita. Staff has been working with Bond Counsel (Kutak Rock) and a Financial Advisor (Springsted) to perform due diligence with regard to the City's risk and how the bonds would be structured. Included in the issue will be a one year debt service reserve and a small financing contingency to mitigate risk and ensure the maximum assessment is not exceeded. Also, interest rates have been cautiously assumed at 6.75% for permanent financing. A "not to exceed" amount for the special assessment district is included in the ordinance.

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State Statutes provide the authority for the City Council to order in public improvement projects, and to use special assessment funding. A formal public hearing is required as part of the approval process. A project was approved and a resolution creating the benefit district was adopted (May 6, 2008).

The maximum assessment ordinance allows a 30-day window for prepayment of the assessment from the date of adoption. The actual amount to be special assessed at the completion of construction may be less, but may not exceed the amount included in the resolution and ordinance. In the event actual costs are less than the amounts assessed, refunds will be calculated and distributed to any property owner that has elected to prepay assessments at that time.

Representatives from Real Development have requested the City exercise emergency adoption of the ordinances on first reading to allow construction to commence immediately. In as much as the building involved is under the ownership of Real Development and it's associates, who are making the special assessment request, a challenge or protest of the Council's action is unlikely.

The authorizing ordinance and the Declaration of Emergency have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council (1) close the public hearing, (2) find and declare, upon request of the Mayor, that a public emergency exists, requiring the final passage of the ordinance on the date of its introduction, and (3) adopt the maximum assessment ordinance and authorize the publication of the ordinance.

Attachments: Maximum Assessment Ordinance
Request for Declaration of Emergency

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, June 3, 2008, of an ordinance entitled:

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-253 OF THE CITY ADOPTED ON MAY 6, 2008, AS AMENDED BY RESOLUTION NO. 08-271 OF THE CITY ADOPTED ON MAY 20, 2008 (WICHITA EXECUTIVE CENTER BUILDING FACADE IMPROVEMENT DISTRICT).

The general nature of such emergency is to enable the immediate commencement of facade improvements within the benefit district.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on June 3, 2008.

Carl Brewer, Mayor

Karen Sublett, City Clerk

ORDINANCE NO. _____

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-253 OF THE CITY, AS AMENDED BY RESOLUTION NO. 08-271 OF THE CITY (WICHITA EXECUTIVE CENTER BUILDING FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 08-253 of the City of Wichita, Kansas (the “City”) adopted on May 6, 2008, as amended by Resolution No. 08-271 of the City adopted on May 20, 2008, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the “Improvements”):

Facade Improvements at 125 North Market abutting public ways, including Market Street and alley right-of way (north of Douglas, west of Market).

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 20 annual installments. The

“Prepayment Date” shall be July 3, 2008, unless the Prepayment Date is extended by a motion, resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 20 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on June 3, 2008.

(Seal)

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Wichita Executive Center Building Facade Improvement District

Property Subject to Assessment	Proposed Maximum Assessment
Lot 13 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-104	\$89,900.08
Lot 15 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-105	\$89,900.08
Lot 17 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-106	\$89,900.08
Lot 19 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-107	\$89,900.08
Lot 21 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$89,900.08
Lot 23 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$89,900.08
Lot 25 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$89,900.08
Lot 27 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$89,900.08

Property Subject to Assessment**Proposed Maximum Assessment**

Lot 29 on Market Street, in Original Town
(now City) or Wichita, Sedgwick County,
Kansas as platted by William Greiffenstein
Tax Key #A-109

\$89,900.09

Lot 31 on Market Street, in Original Town
(now City) or Wichita, Sedgwick County,
Kansas as platted by William Greiffenstein
Tax Key #A-110

\$89,900.09

Lot 33 on Market Street, in Original Town
(now City) or Wichita, Sedgwick County,
Kansas as platted by William Greiffenstein
Tax Key #A-110

\$89,900.09

Lot 35 on Market Street, in Original Town
(now City) or Wichita, Sedgwick County,
Kansas as platted by William Greiffenstein
Tax Key #A-110

\$89,900.09

[CITY OF WICHITA LETTERHEAD]

[date]

Paz Management, Inc.
Manager, Partner Hospitality, LLC
32 Pine Tree Drive
Poughkeepsie, New York 12603
Attn: Mr. Azzy Reckess, President and CEO

**Re: Letter of Intent to Issue IRBs and Provide Other Incentives
for Development of Broadview Hotel and the Adjacent Area**

Dear Mr. Reckess:

Subject to final approval by the City Council, this Letter of Intent with Partner Hospitality, LLC (“PH”) is submitted in order to set forth the agreement of the parties concerning the principal elements of the City’s intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 *et seq.*, to acquire and rehabilitate the Broadview Hotel and the Broadview Garage. PH through its two wholly owned subsidiaries PH Broadview Properties, LLC and PH Garage Properties, LLC will acquire and rehabilitate the Broadview Hotel and the Broadview Garage. This letter of intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the City of Wichita. Absent subsequent rescission or extension by action of the governing body, this letter of intent to issue bonds and provide other incentives will remain in effect for a period of seven months, ending December 31, 2008.

I. INDUSTRIAL REVENUE BONDS

The City intends to authorize the issuance of taxable Industrial Revenue Bonds (“IRBs”) to finance the cost of acquiring, improving, equipping, furnishing, repairing, and remodeling of the Broadview Hotel, 400 West Douglas, Wichita, and the nearby garage in an aggregate principal amount not to exceed \$30,000,000. The bonds to finance this project will be issued in three series: Series A bonds will be issued as senior lien IRBs, Series B bonds will be issued as fully subordinated IRBs, and the third series of bonds will be issued as general obligation bonds pursuant to the City’s constitutional home rule authority.

The Series A bonds will be privately placed to the senior lender, will be senior to all other bond series with respect to their lien on the Broadview Hotel and Broadview Garage property and to the bond payment obligation from PH. The bonds will carry an amount, maturity, interest rate, principal amortization/reduction, and other terms as will be negotiated with the senior lender. The principal amount of the Series A bonds will be not less than \$4,500,000.

The Series B bonds will be purchased by the equity holders of PH and will be fully subordinated to the Series A bonds and the general obligation bonds with respect to lien on the Broadview Hotel and Garage property and the bond payment obligation from PH. The Series B bonds will be issued in the amount needed to finance all acquisition and rehabilitation costs of the Broadview Hotel and Broadview Garage not financed by the Series A bonds and the general obligation bonds, subject to the maximum aggregate principal amount of bonds authorized by this letter of intent.

Approximately \$6,000,000 of the aggregate IRB proceeds will be used to acquire the Broadview Hotel; the remainder will be expended for the costs of the transactions, renovations, and costs of bond issuance.

II. GENERAL OBLIGATION BONDS

The taxable general obligation bonds will be issued in the principal amount of \$4,500,000 and will include a capitalized interest amount sufficient to pay interest on the bonds for a period of three years. The bonds will be sold at competitive sale in the same manner as other City general obligation bonds, will bear interest at the rate determined by the best bid at a competitive sale and will be structured with an anticipated amortization of 20 years and a maturity of 15 years, with interest only for the first three years. The bonds will be secured by a second lien on the bond payment obligation and a senior lien on the equity interest in PH Broadview Properties, LLC and PH Garage Properties, LLC. Not less than \$3,000,000 of the proceeds will be expended on renovations and improvements to the Broadview Hotel.

III. PURCHASE OF PARKING GARAGE

The City and PH Garage Properties, LLC will enter into a contract for the purchase of the parking garage (including the land on which it is located) (the “Broadview Garage”) at 132 North Waco Street, Wichita, for the amount necessary to redeem or defease the existing special assessment bonds, which is estimated to be approximately \$800,000. The Series B bond proceeds will be used to finance the garage purchase and redeem or defease the existing bonds. The real estate purchase agreement will include provisions ensuring the use of the garage as a public parking facility during its operations as a garage.

IV. PROPERTY TAX ABATEMENT

Ad valorem taxes will be abated for ten (5+5) years on the property acquired with the IRBs (Broadview Hotel, Garage, and certain surrounding property). *Ad valorem* property taxes will be abated for ten (5+5) years on the improvements to the Broadview Hotel, Garage, and surrounding property acquired with the IRBs. Property financed with general obligation bonds may not qualify for exemption under state law. The Kansas Board of Tax appeals will make the final determination on tax exemption. The City will cooperate with allocation of costs between the IRBs and general obligation bonds to maximize the potential for property tax abatement.

V. OTHER INCENTIVES

PH and the City will take all required action to:

- A. Obtain a City Façade Improvement Loan, estimated to be approximately \$120,000, subject to final renovation plans and construction costs. The façade improvements will be pursuant to the City's regular façade improvement program, for the two street side facades (Douglas and Waco), and will include a special assessment district for payment of the loan (which will be excluded from the tax abatement).
- B. Complete Arkansas River bank improvements between Douglas and First Street as part of the River Corridor Project. The City's design consultants will work with PH to design riverbank improvements that will coordinate with and complement the Broadview Hotel renovations (costs are currently estimated to be \$2,000,000).
- C. Assist PH to obtain, at the discretion of the owner, and subject to qualification, historical designation of the property, and associated historic preservation tax credits.

VI. OTHER CONDITIONS

The City's intent to provide the economic incentives set forth herein and to issue the IRBs is conditioned on PH obtaining a franchise agreement, or binding commitment to issue the same, in form and substance acceptable to the City, from Wyndham Hotels, Marriott Renaissance Hotels, or similar hotel chain acceptable to the City and its hotel consultant. The franchisor will require a property improvement program acceptable to PH and the City, the cost of which must be fully funded with the proceeds of the IRB. The parties will have agreed procedures for disbursement of proceeds to pay acquisition, transaction, and renovation costs.

Closing of the IRB bond issuance is subject to (i) negotiation of definitive agreements for (a) the acquisition and the operation of the Garage and (b) the IRB bond documents; (ii) bankruptcy court approval of the sale and compliance with façade program procedures; (iii) compliance with state law and City ordinances and policies for (x) the issuance of the IRB bonds and (y) the design and construction of the riverbank improvements; and (iv) receipt of commitments for the purchase of the IRB bonds from the senior lender and the equity holders.

This letter of intent is an indication of the intent of the City to issue the proposed bonds and provide other incentives, and is subject in all respects to the governing body's final approval of the terms of the Bond Ordinances, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. In the event that the proposed bonds are not ultimately issued for any reason, the City of Wichita, Kansas shall not be deemed

to have assumed or incurred any liability or obligation to PH or any other party by virtue of any proceedings or actions taken in connection therewith.

The issuance of the bonds will be subject to the following additional conditions:

1. Negotiation of a Lease Agreement, which will preclude assignments or subleases made without the City's consent, which consent will not be unreasonably withheld, conditioned or delayed, and which will also contain requirements for completion of the capital investment referred to above, timely payment of all applicable property taxes, compliance with all applicable governmental laws, rules and regulations (including ordinances of the City, as they exist or may hereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City of Wichita), and provision for payment to the City of any amounts necessary to recapture from PH, the financial benefit conferred by the ad valorem property tax and sales tax exemptions associated with the issuance of the bonds, in the event that PH Broadview Properties, LLC or PH Garage Properties, LLC, fails to comply with any of the conditions referenced in this paragraph.
2. Preparation of an appropriate Bond Ordinance, which will contain a provision pledging the financed property and net earnings therefrom as security for payment of the bonds, pursuant to K.S.A. 12-1744.
3. Execution of guarantees for the payment of the bonds (which, for the tenant, may be in the form of an unconditional guaranty incorporated in the Lease).
4. Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.
5. Agreement to enter into the City's Administrative Service Fee Agreement providing for annual payments of \$2,500 each year for the time period in which the bonds are outstanding.
6. Agreement that, prior to the issuance of the bonds, the applicant will have an approved Equal Employment Opportunity/Affirmative Action Plan on File with the City.
7. An agreement that, prior to the issuance of the bonds, the applicant will have obtained approval from City staff of a proposed water conservation plan.
8. An agreement to submit building and site plans to the City's Design Council for review, and to modify the proposed design as necessary to comply with reasonable Design Council recommendations or conditions.
9. An agreement to make any payment required as a condition of the letter of intent, or which may be required as a contingent payment in the Lease in the event that certain conditions (including failure to comply with other conditions of the letter of intent or the City's Economic Development Incentive Policy) occur during the time period in which the bonds are outstanding.
10. An agreement to provide the City, at the time the proposed Lease agreement is submitted, an Environmental Site Assessment ("ESA"), performed by an independent consultant recognized as an expert in the area, that documents the environmental condition of the property; bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property.
11. An agreement, to be incorporated in the Lease agreement, that the applicant will use and operate the project in accordance with all applicable environmental laws and regulations,

and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City's own agents or employees) arising under any environmental law or regulation.

12. An agreement to furnish copies of any annual financial audits to the City.
13. An agreement to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the applicant and any inspections of the applicant's premises or interviews with the applicant's staff.
14. A commitment to achieve and maintain the wage requirements imposed by the City's Economic Development Incentive Policy, to meet Equal Employment Opportunity/Affirmative Action goals, and to maintain the intended use of the facility, all throughout the term of the bond issue, subject to revocation or requirement for repayment of all public incentives, at the discretion of the City's governing body, in the event of any non-compliance.
15. An agreement to obtain all insurance the City may require in connection with the construction, maintenance or operation of the project, or liabilities arising out of the operation of the project, including (without limitation) a performance bond sufficient to secure completion of the project.
16. An agreement that, prior to issuance of the bonds, the applicant will provide proof that all ad valorem property taxes on the project property due and owing up to the proposed date of issuance have been paid.
17. Arrangement (such as a Bond Placement Agreement) for the sale of the bonds, which shall contain suitable indemnification agreements from the prospective tenant indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.
18. An agreement that the tenant will not, while any of the bonds are outstanding, have a commercial banking relationship with the trustee of the bond issue, unless the bondholders shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.
19. An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing.

VII. ASSIGNMENT OF LETTER OF INTENT

This letter of intent is not assignable by PH without the City's expressed written consent.

Sincerely,

Carl Brewer
Mayor

Accepted:

Partner Hospitality, LLC

By: _____
Name: Azzy Reckess
Title: President and CEO of
Paz Management, Inc. Manager

Attest: _____
Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, City Attorney

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: Letter of Intent for Broadview Hotel Incentives (District VI)

INITIATED BY: Submitted at the request of Council

AGENDA: New Business

Recommendation: No recommendation.

Background: The Broadview Hotel was built in 1922 and has been an important downtown landmark ever since, due to its prominent location at Douglas and Waco, next to the Douglas Avenue Bridge over the Arkansas River. In recent years, the Hotel has struggled; it has spent most of the past ten years in bankruptcy. In 1996, the City of Wichita provided incentives to Grand Heritage Hotels for the acquisition and rehabilitation of the Broadview, which included industrial revenue bonds (IRBs), property tax abatement and purchase of the Broadview Parking Garage by the City.

In 1999, the successor to Grand Heritage placed the Broadview in bankruptcy, which led to it being taken over by the bank that owned the IRBs. The bank retired the IRBs and sold the hotel to a group of investors from Miami and Los Angeles. A dispute among the owners, unrelated to the Broadview Hotel, resulted in the hotel going back into bankruptcy in 2004, where it remains to this date. The debtor-in-possession has failed to present an acceptable reorganization plan for the Hotel and the first mortgage lender has filed for foreclosure on the property.

In December 2007, PAZ Management, Inc. a real estate investment firm from Poughkeepsie, NY entered into a real estate purchase agreement to purchase the Broadview Hotel from the bankruptcy debtor-in-possession. The agreement contained certain provisions relating to obtaining financial assistance from the City of Wichita as a condition for the purchase of the Hotel. PAZ and City staff have negotiated the terms of a Letter of Intent to provide IRB and general obligation (GO) bond financing and other incentives for the acquisition and rehabilitation of the Broadview Hotel.

Analysis: The attached Letter of Intent, addressed to PAZ as managing member of Partner Hospitality LLC (PH), contains the elements outlined below, including the issuance of IRBs and GO bonds to finance the acquisition and rehab of the Hotel and Parking Garage, the sale of the Parking Garage to PH Garage Properties LLC, property tax abatement on the Hotel and Parking Garage and other incentives.

Industrial Revenue Bonds

The City would issue two series of taxable IRBs in an aggregate principal amount not-to-exceed \$30 million to finance the acquisition and rehab of the Hotel and parking garage. The actual amount to be issued will be determined by a detailed property improvement plan prepared for the Broadview Hotel by a hotel chain whose brand affiliation would be attached to the hotel, as approved by the City. The Series "A" IRBs will be purchased by the developer's senior lender and will be superior in lien to all other bonds, with respect to the payment obligation and claim to collateral. The Series "B" IRBs will be purchased by the developers and other equity investors in the hotel and garage. Structuring the equity investment as a subordinated IRB facilitates maximum benefit from property tax abatement.

General Obligation Bonds

The City would issue taxable GO bonds to fund a loan to the developers in the amount of \$4.5 million, using its constitutional home rule authority. The loan would be structured as an IRB-type lease obligation, with the hotel's bond payment obligation being subordinated to the payment of the Series "A" IRBs, but senior to the payment of the Series "B" IRBs. The GO bonds would be structured with three years of interest-only payment, a 15-year term and 20-year amortization, with a balloon payment at the end of 15 years. Proceeds would be used to finance rehab costs and would include a capitalized interest reserve to pay interest during the first three years.

Purchase of Parking Garage

The City would sell the Broadview Parking Garage to the developers for the amount needed to retire the City's special obligation bonds that were issued to acquire the garage in 1997. There is currently approximately \$800,000 left outstanding. Approximately \$650,000 in delinquent Special assessments will be paid to the City, in addition to the \$800,000 purchase price. The real estate contract governing the sale of the garage will stipulate that the garage will continue to serve as a public parking garage and be available for event parking for Century II.

Property Tax Abatement

Using IRB authority, the City would grant a 100% property tax abatement for the hotel and parking garage, to the maximum extent allowed by law. State law may not allow an exemption on the portion of the property financed by the GO bonds.

Façade Improvement Loan

The City would allow the Hotel to participate in its Façade Improvement Program. The preliminary property improvement budget identifies approximately \$120,000 in façade costs that would be eligible for this program. Improvements would be financed with City special assessment bonds, to be paid over a 15 or 20-year period.

Riverbank Improvements

The City would agree to accelerate the priority for completing programmed improvements to the Arkansas River riverbank adjacent to the Broadview Hotel between Douglas and First Street. The City would direct its riverbank design consultants to collaborate with the developer's consultants to ensure the improvements coordinate with and compliment the Hotel renovations.

Historic Preservation Tax Credits

The City would assist the developer to obtain, at their sole discretion, historic place designation and help with the process of obtaining tax credits.

Conditions Precedent

As a condition for obtaining any City incentives, the developer must obtain a binding written commitment for a hotel franchise from either Wyndham Hotels or Marriott Renaissance Hotels, or a similar hotel chain acceptable to the City. In addition, standard IRB letter of intent conditions will apply.

Cost-Benefit Analysis

State law requires a cost-benefit analysis be conducted prior to the approval of property tax abatements.

Since the actual amount of investment will not be known until a hotel franchise commitment is received, following the development of a property improvement plan, the required cost-benefit study will be performed, and the tax abatement formally approved, at the time the IRBs are issued.

Financial Considerations: PAZ Management agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The actual amount of the proposed property tax abatement cannot be estimated until the amount of the property rehab costs are known. The current taxes on the Broadview Hotel are approximately \$166,000.

The City's general obligation bonds issued for this project would be sold as part of the City's regularly scheduled semi-annual bond sales. The bonds would be payable in the first instance by lease payments from the Broadview Hotel, and to the extent that lease payments are not received, by City tax funds in the Debt Service Fund. In this case, City tax funds could be liable for up to \$4.5 million of principal, plus accrued interest on the bonds. Use of monies in the Debt Service Fund could negatively impact the ability to initiate projects in the Capital Improvement Program. The Hotel's obligation to make lease payments to the City would be subordinate to payments to the Series "A" bondholder, and the general obligation bonds will not be secured by the Hotel or Garage property.

Goal Impact: Economic Vitality and Affordable Living and Core Area and Neighborhoods. The vitality of the downtown area and the viability of the Century II Convention Center is directly impacted by maintaining first-class hotels in the Core Area.

Legal Considerations: Bond documents would be prepared by the City's contract bond counsel, Kutak Rock LLP and reviewed and approved as to form by the Department of Law. The use of general obligation bonds to fund economic development grants and loans has been tested in court and found to be legal in Kansas.

Recommendations/Actions: Submitted without staff recommendation.

Attachments: Letter of Intent

Agenda Item No. 9.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council

SUBJECT: Tennis Services and Management for the Ralph Wulz Riverside Tennis Center.
(District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the contract extension.

Background: The management of the Ralph Wulz Riverside Tennis Center has been under contract with Mr. Jack Oxler since 2001, to provide tennis program development, marketing and instruction. The current contract expired on May 31, 2008.

Analysis: The Park Department is working with the Controller's office and the Human Resources Department to convert the contract tennis professional to a City position. The conversion is the result of findings from an audit by the Internal Revenue Service. A sixty (60) day extension of the current contract is requested to allow for the hiring process to be completed.

Financial Considerations: The 2008 adopted budget includes funding for the extended contractual relationship. The 2008 adopted budget also includes existing funding for the new tennis professional position.

Goal Impact: This change will impact the Quality of Life Goal by providing citizens a quality tennis facility with recreational and competitive activities, leagues and tournament play for Wichita citizens to enjoy.

Legal Considerations: The contract amendment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract extension and authorize all the necessary signatures.

Attachments: Contract Extension

CONTRACT AMENDMENT for TENNIS PROFESSIONAL AND MANAGEMENT SERVICES

THIS CONTRACT AMENDMENT is entered into this 3rd day of June, 2008, by and between the **City of Wichita, Kansas**, A Municipal Corporation, hereinafter called "**CITY**", and **JACK OXLER** hereinafter called "**VENDOR**".

WITNESSETH THAT:

WHEREAS, on the 1st day of June, 2006, the above-named parties entered into a contract for Tennis Professional and Management Services for the City of Wichita as per the bid and specifications on April 13, 2006 and as approved by the City Council on May 9, 2006; and

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract, dated the 1st day of June, 2006, is hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change as approved by City Council on June 3, 2008:

The **CITY** wishes to **extend** the contract dated June 1, 2006 with **VENDOR** for a two-month period, from **May 31, 2008 through July 31, 2008**, under the same terms and conditions by mutual agreement of both parties.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

JACK OXLER

Gary E. Rebenstorf
Director of Law

Signature

**DEPARTMENT OF PARKS
AND RECREATION**

Print Signature Name

Douglas R. Kupper, Director

Title (*President or Corporate Officer*)

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CITY OF WICHITA
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: Kingsbury Tract Development. (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the contract.

Background: On September 11, 2007, City Council approved funding of design services for the Kingsbury Tract. The purpose of this effort was to produce and develop Conceptual Design Development Plans for Kingsbury Park. The Concept Design Development Plans will refine the approved master plan to a more detailed level and allow planning for new improvements. This plan is needed to help Cornejo Sand Production plan their soil movements and shoreline development.

Analysis: On December 21, 2007, the City received proposals from eight companies to prepare Conceptual Design Development Plans for Kingsbury Park. The Staff Screening and Selection Committee (SSSC) met on January 30th, 2008 to short list the companies of RDG Planning and Design, Landplan Engineering, Inc., Ochsner Hare and Hare, and Mid Kansas Engineering Consultants and invited each firm to present their proposals to the SSSC on February 22nd, 2008. The SSSC selected the firm of RDG Planning and Design based on the specific merits of their proposal, presentation and expertise in regional park design.

Financial Considerations: The 2007 CIP provides \$350,000 for Land Acquisition and Development and was approved to fund Design Services for Kingsbury Park.

Legal Considerations: The Law Department has approved the contract as to form.

Goal Impact: The initiation of this project will greatly enhance the Quality of Life for citizens of Wichita by increasing recreational opportunities. Kingsbury Park could become a major attraction for locals and out of town visitors looking for better opportunities in aquatic recreation.

Recommendation/Action: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachment: Contract with RDG Planning and Design.

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
A Municipal Corporation, hereinafter
referred to as
"OWNER"

AND

RDG IA Inc d/b/a
RDG Planning & Design,
hereinafter referred to as
"ARCHITECT"
For the purpose of this agreement,
wherever the term "Architect" is used, it
shall mean "Landscape Architect".

WHEREAS, The CITY is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the **OWNER** desires to have Concept Design Development plans prepared for Kingsbury Park hereinafter referred to as the "PROJECT"; and

WHEREAS, **ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of conceptual plans, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The **OWNER** employs the **ARCHITECT** and it agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, to develop Concept Design Development plans for Kingsbury Park, located generally north of K-96 Highway and Hoover Road, Wichita, Kansas.

II. BASIC SERVICES:

The **ARCHITECT** shall render all architectural services necessary as set out in **EXHIBIT "A"** a copy of which is attached hereto and which is incorporated herein by reference.

III. THE ARCHITECT AGREES

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the **OWNER** and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").
- C. To make available during regular office hours, all calculations, sketches and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.
- D. To save and hold **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **ARCHITECT**, its agents, servants, employees, or subcontractors occurring in the performance of its professional services under this Contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **ARCHITECT** and, where relevant to method of payment, to make such material available to the **OWNER**.
- F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- H. To complete the services to be performed by **ARCHITECT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **ARCHITECT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **ARCHITECT** under this Agreement. **ARCHITECT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **ARCHITECT**, its employees and subcontractors, under this Agreement,

including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

- J. **ARCHITECT** shall procure and maintain such insurance as will protect the **ARCHITECT** from damages resulting from the negligent acts of the **ARCHITECT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the **ARCHITECT** that shall be written in a comprehensive form and shall protect **ARCHITECT** against all claims arising from injuries to persons (other than **ARCHITECT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **ARCHITECT**, its officers, employees, contractors or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with and approved by the **OWNER** before the time **ARCHITECT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **ARCHITECT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The **ARCHITECT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager SHALL coordinate ALL aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **ARCHITECTS** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **ARCHITECT**. Confidential material so furnished will be kept confidential by the **ARCHITECT**.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **ARCHITECT**, except as specified in EXHIBIT "A".
- C. To pay the **ARCHITECT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **ARCHITECT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise, the **ARCHITECT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **ARCHITECT** of any changes in the person designated Project Manager. Written notification shall be provided to the **ARCHITECT** for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ARCHITECT** in a timely fashion.
- G. To save and hold **ARCHITECT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of **OWNER**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

- A. For the complete conceptual design development plans including landscape architectural, architectural, civil engineering services, lighting design services, natural resource assessment and restoration services, geotechnical services, art design services, mining operations monitoring services, and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "A" a single stipulated lump sum fee of \$348,000, Three Hundred and Forty Eight Thousand (\$348,000.00) which shall constitute complete compensation for the services. This is an inclusive fee and all reimbursable expenses are

included.

- B. Payments are payable to the **ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **ARCHITECT** under this agreement are contingent upon payment of fees by the **OWNER**.
- C. When requested by the **OWNER**, the **ARCHITECT** will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. **ARCHITECT** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this Agreement.
 - 3. Construction staking, material testing, observation and administration related to the PROJECT.
 - 4. A major change in the SCOPE OF SERVICES for the PROJECT.
- D. If additional work should be necessary, the **ARCHITECT** will be given written notice by the **OWNER** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except based on a Supplemental Agreement duly entered into by the parties.
- E. If services are rendered by the **ARCHITECT** for the PROJECT(s) or portions of the PROJECT(s), but the **OWNER** elects to cancel the PROJECT(s) or portions thereof the **ARCHITECT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.
- F. This fee shall be payable in monthly installments, and in proportion to the services performed, but not to exceed the schedule established in the milestones found in Exhibit A, payable upon the satisfactory performance of the service as required.

VI. TIME OF COMPLETION:

The **ARCHITECT** agrees to complete all Phases of this PROJECT as follows:

- A. One hundred eighty (180) calendar days from the date of approval of the Contract pending availability of **OWNER** and staff.
- B. The **OWNER** agrees to cooperate with the **ARCHITECT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agree to furnish promptly to the **ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **ARCHITECT** under the terms of the Contract.

VII. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **ARCHITECT'S** inability to proceed with the work, or because the services of the **ARCHITECT** are unsatisfactory; PROVIDED, however, that in any case the **ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be the lesser of the pro-rated payment based on milestone satisfaction or more than the **ARCHITECT'S** actual costs plus a fee for profit based upon a fixed percentage of the **ARCHITECT'S** actual costs. The **ARCHITECT** may terminate this Agreement upon giving the **OWNER** 14 days prior written notice for breach by the **OWNER** of any material term, including but not limited to payment terms.
- B. That the final field notes and other pertinent final drawings and final documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **ARCHITECT'S** services and payment in full of monies due the **ARCHITECT**, in accordance with this Agreement. The **OWNER** agrees to indemnify and hold the **ARCHITECT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of further use without the participation of the **ARCHITECT**.
- C. That the services to be performed by the **ARCHITECT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **ARCHITECT**.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will

be granted by the **OWNER**, provided, however, that the **ARCHITECT** shall request extensions, in writing, giving the reasons therefore.

- E. It is further agreed that this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the **OWNER'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **ARCHITECT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the **OWNER** and the **ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
- I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **ARCHITECT** in performing his duties will be paid by the **ARCHITECT**.
- J. The **ARCHITECT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **ARCHITECT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.
- K. Special Consultants or Subcontractors are those who provide services other than those provided by the **ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **ARCHITECT**, the **ARCHITECT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.
- M. It is further agreed that this Agreement shall be governed by the laws of the State of Kansas.

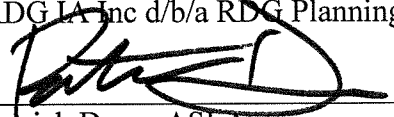
- N. Unless otherwise provided in this Agreement, the **ARCHITECT** and its agents, officers, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in the **PROJECT** area, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **ARCHITECT** or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **ARCHITECT'S** services, the **ARCHITECT** may, at its option and without liability for consequential or any other damages, suspend performance of service on the **PROJECT** until the **CITY** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer
Mayor

RDG IA Inc d/b/a RDG Planning & Design

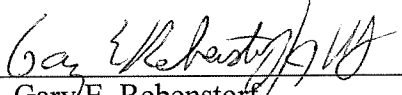


Patrick Dunn, ASLA
Partner

ATTEST:

Karen Sublett
City Clerk

APPROVED AS TO FORM:



Gary E. Rebenstorf
Director of Law

EXHBIT “A”

SCOPE OF SERVICES CONCEPTUAL DESIGN DEVELOPMENT FOR KINGSBURY PARK FOR THE CITY OF WICHITA DEPARTMENT OF PARK AND RECREATION

General

1. The purpose of this effort is to produce and develop professional design services for the Conceptual Design Development of Kingsbury Park for the City of Wichita, Kansas. The Concept Design Development will take the approved master plan to a more detailed level. Furthermore, the approach and scope of the project will generally follow as outlined in the Request for Proposal, RFP No. FP700078 and the addenda provided by the City of Wichita.

2. In addition, the **ARCHITECT** will include the monitoring of mining operations to see that work shall be completed to and with the alignment of the refined master plan or the approved Conceptual Design Development plan.

The following will be provided by the **ARCHITECT** and the sub-consultants as required to perform the following tasks:

STEP ONE: DISCOVERY – Site Investigation, Documentation and Confirmation

Milestone 28% of scope

- As part of this agreement, Cook, Flatt & Strobel (CFS) will perform a topographic filed survey as a basis for the Concept Design Development and the Construction Document Package. A Boundary survey will be included based on information provided by the City. Copies of the survey will be provided to the City.
- As part of this agreement, Applied Ecological Services (AES) will conduct a natural resource inventory of the park site and adjacent Arkansas River floodplain. Native plant seeds will be collected for potential propagation and use in the park. Opportunities for transplanting from adjacent locations will be identified.
- Applied Ecological Services will conduct a natural resource assessment to determine the presence of wetlands and endangered species.
- RDG and AES will photo inventory site.
- RDG will work with the design team and the City of Wichita to set the calendar of meetings and milestones for the project.
- Terracon will conduct a geotechnical exploration of the site.

STEP TWO: DEVELOP GUIDING PRINCIPLES, PROGRAM REFINEMENT & INITIAL

IDEAS – Design Workshop (2 days)

Milestone 18% of scope

- RDG will conduct a meeting with design team to better understand site related issues. The design team will include the City of Wichita Parks and Public Works, Cornejo Materials, the entire professional design team, and any others that the City wishes to include.
- RDG will conduct a visual listening workshop to best define the aesthetic character for buildings, bridges, structures, signage and landscape.
- RDG will explore major themes for the Art Component.
- RDG will facilitate workshop(s) with stakeholders identified by City staff and the design team to refine the program for each of the major facilities identified within the concept plan. We will also explore any additional facilities that might be added to the park concept.
- RDG will review sustainable design opportunities and LEED certification and discuss with the City of Wichita.
- RDG will review current maintenance and operational issues with the City of Wichita's Parks Department.
- RDG will work with both the parks and the recreation divisions to understand programming and long term maintenance costs and work to maximize site efficiencies and revenue potential opportunities.
- RDG will conduct a review meeting with the design team.
- RDG, along with Cook, Flatt and Strobel will review traffic patterns and circulation for the roadways and parking lots based on projected usage of the park. Roadway capacity along with aesthetics and amenities will be important to the park experience. This would include the analysis of Hoover road at the entrance to the park near 45th St. to determine proper geometry for future traffic additions. Since design traffic will be generated with development of the park facilities, we do not anticipate field collection of current traffic counts in this proposal.

STEP THREE: CONCEPT DESIGN DEVELOPMENT – Design Workshop (2 days)

Milestone 18% of scope

- Using the topographic survey as a base, RDG will prepare refined schematic plans and sketches for the park as a whole along with the enlarged plans of the special events pavilion, the sports complex and swimming beach.
- RDG will present a draft Art Theme for Kingsbury Park.
- RDG will review schematic plans with the City design team.
- RDG will refine lighting ideas.
- RDG and Applied Ecological Services will develop and refine Habitat Development Plans.
- The RDG team will develop and refine utility infrastructure concepts. Utility layout must be coordinated with the planning and design of structures, facilities, roadways, and lake improvements. CFS will research the location of existing water and sewer facilities along with any improvements planned by the City. We understand that the design of the utilities is not included in the Construction Document Package, but potential utility location must be programmed. Also, we are assuming that capacity of the downstream sewer system is sufficient for the improvements and an analysis of the downstream sewer system will not

be a part of this proposal, especially since design is not intended at this time. Similarly, the analysis of the water system for flow, pressure, or fire flow is not included in this proposal.

STEP FOUR: CONCEPT DESIGN REFINEMENT

Milestone 13% of scope

- RDG will submit graphics, concepts and costs for in City review.
- RDG team will make refinements as necessary.
- RDG will make formal presentations to up to 3 Councils, Boards, or Commissions.
- RDG will prepare deliverables.

STEP 5: DELIVERABLES

Milestone 13% of scope

- RDG will provide a fully rendered Conceptual Design Development Plan in pdf format.
- RDG will provide enlarged plans of major use areas.
- RDG will provide architectural diagrams of building use area, character elevations and sketches for the special events pavilion, and other minor structures in the park.
- RDG will prepare and provide a Power Point presentation of the plan.
- RDG will provide an estimate of probable construction cost.
- RDG will provide 15 hard copies of an assembled Booklet of the Conceptual Design Development Plan.

STEP 6: MONITORING OF MINING OPERATIONS

Milestone 10% of scope

- CFS will provide up to 14 – half day visits to the site during the concept plan development phase for the purpose of monitoring mining operations. (2 half day visits per month for 7 months)
- CFS will provide 20 – half day visits to the site after the completion of the concept plan development for the purpose of monitoring mining operations. (4 half day visits per month for 5 months)
- CFS will provide 3 days of construction staking of general areas from the existing preliminary plan previously prepared. This staking will verify for the City that the mining contractor is following the previously approved plan.
- CFS will provide up to 9 days of construction staking for critical areas and the resultant concept plan. This staking will set limits of mining and is not intended as final construction staking. Given that the plans developed through this scope of services are not intended for construction, this staking will only set limits on the existing mining operations.

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be

binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier;
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal;
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: 2007 Comprehensive Annual Financial Report

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: File the report.

Background: Kansas state law requires an annual audit of all City accounts to be performed by an independent certified public accounting firm at least annually. The Comprehensive Annual Financial Report (CAFR) and the report on compliance are for the year ended December 31, 2007.

The 2007 CAFR also incorporates the specific requirements of the water and sewer revenue bond covenants, eliminating the necessity of a separate publication by the Water and Sewer Department.

Analysis: The City's Comprehensive Annual Financial Report is designed to provide information needed by interested parties to gain an understanding of the government's financial position, results of operations and cash flows. The independent certified public accounting firm of Allen, Gibbs & Houlik, L.C. issued their opinion that the general purpose financial statements present fairly, in all material respects, the financial position of the City as of December 31, 2007, and the results of its operations and the cash flows of its business-type activities and component unit in conformity with generally accepted accounting principles. The Wichita Public Building Commission is considered a component unit and has been appropriately reflected in the financial statements as part of the financial reporting entity.

The Government Finance Officer's Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Comprehensive Annual Financial Report for the year ended December 31, 2006. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR, with content that conforms to program standards. The 2006 award represents the 34th consecutive year in which the City has earned this award. Staff believes that the 2007 CAFR continues to meet GFOA standards for certification and the City has applied for this recognition.

Financial Considerations: The 2007 CAFR reports the financial status of the City's funds as of December 31, 2007.

Goal Impact: The Internal Perspective is advanced with the 2007 Comprehensive Annual Financial Report, and the opinion and reports of the independent auditors, by fairly reporting the financial condition of the City to the City Council, the Citizens of Wichita, and to investors. In addition, the report demonstrates legal and budgetary compliance with applicable laws and ordinances for report year.

Legal Considerations: Kansas law requires an annual audit of City financial records by a certified public accounting firm (K.S.A. 75-1122) in accordance with the minimum standard audit program (K.S.A. 75-1123).

Recommendations/Actions: It is recommended that the City Council receive and file the 2007 Comprehensive Annual Financial Report and the Independent Accountants' report regarding internal control and compliance with administration of major federal programs for the year ended December 31, 2007.



WICHITA

CITY OF WICHITA
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Acquisition of 711 West 2nd Street as a site for the proposed Downtown Library (District IV)

INITIATED BY: Office of Property Management

AGENDA: New Business

Recommendation: Approve the acquisition.

Background: On November 6, 2007 the City Council approved the search for a site for a new downtown library. This approval delineated site size, general location and basic site requirements. As a result of this search, a site at 711 West 2nd was identified as the optimum location. The site is located in the southwest quadrant of 2nd Street and McLean Boulevard. It is 9.179 acres in size and is zoned Limited Industrial. It is currently improved with a 39,192 square foot brick office/showroom/warehouse facility. These improvements will need to be removed to allow the site to be redeveloped. This site was identified as the preferred site by the Library Board.

Analysis: The property was appraised by the owners for \$4,400,000. It was appraised for the City for \$3,100,000. After negotiations, the owners agreed to accept \$3,400,000 in addition to the City owned, 12,000 square foot warehouse building at 740 West 2nd Street. The 740 West 2nd building had been appraised at \$240,000. The owners have also agreed to remove the remaining improvements. The City had estimated the cost of this demolition at \$100,000. The owners will continue to utilize some portion of the site for storage for up to 36 months unless the site is needed sooner by the City.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$3,450,000 is requested. This includes \$3,400,000 for acquisition and \$50,000 for closing costs, surveys, title insurance and other related costs.

Goal Impact: The acquisition of this parcel will help promote the quality of life in the Wichita area.

Legal Considerations: The Law Department approved the contract and lease as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract; 3) Approve the Lease Agreement and 4) Authorize the necessary signatures.

Attachments: Aerial Map, Real Estate Purchase Contract and Lease Agreement.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Sniktaw Holdings, LLC, a Kansas limited liability company, hereinafter referred to as "Sniktaw," and The City of Wichita, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. Sniktaw does hereby agree to sell and convey to City by a good and sufficient warranty deed the following described real properties, situated in Wichita, Sedgwick County, Kansas, to wit:

See Exhibit A attached hereto and made a part hereof.

2. City hereby agrees to purchase, and pay to Sniktaw, as consideration for the conveyance of the above described real property, Three Million Four Hundred Thousand Dollars and Zero Cents (\$3,400,000) in cash at closing.

3. As additional consideration, the City hereby agrees to exchange and convey to Sniktaw by a good and sufficient warranty deed the following described real property, situated in Wichita, Sedgwick County, Kansas, to wit:

A tract in Reserve C, Niederlander's Addition to West Wichita, Sedgwick County, Kansas, described as follows: Beginning at the intersection of the North line of Second Street and the East line of Osage Avenue; thence North 150 feet; thence East at right angles to Osage Avenue to a point 9 feet West of the center line of team track; thence South along a line 9 feet West of the center line and parallel to said team track to the North line of Second Street; thence West along the North line of Second Street, 165 feet more or less to the place of beginning along with the East 45 feet of vacated Osage Street adjacent to the West.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real properties, showing a merchantable title vested in the appropriate party subject to easements and restrictions of record is required. The title evidence shall be sent for examination as promptly and expeditiously as possible, and it is understood and agreed that the parties shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before June 30, 2008.

7. Possession to be given at closing.

8. City agrees to convey its above described premises with the existing improvements located thereon. Sniktaw accepts said improvements in their current condition.

9. Sniktaw agrees to clear its above described premises of all existing improvements located thereon no later than ninety (90) days after closing. Any demolition areas shall be leveled and compacted to industry standards. If said existing improvements are in place after closing, City agrees to grant Sniktaw a temporary easement for a period not to exceed Three (3) months to allow Sniktaw access to the premises to demolish and remove the existing improvements. During demolition, Sniktaw will hold harmless and indemnify the City against any claims arising from the demolition. Sniktaw shall be solely responsible for proper disposal of all debris and materials from the demolition. Any hazardous or environmentally sensitive material will be disposed of in accordance with appropriate regulations.

10. Sniktaw shall have the revocable right to utilize portions of the site being acquired by the City for storage for up to thirty-six (36) months after closing. This right is applicable only to portions of the site not required for City purposes as may be designated by the City in its discretion. This right can be revoked upon ninety (90) days notice by City to Sniktaw.

11. Sniktaw also covenants and agrees that the following uses shall be prohibited on the property Sniktaw receives from City as described above:

- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. Multi-game, Casino-style Gambling Facilities
- F. Commercial Billboards
- G. Car sales lots

This restriction shall be binding on Sniktaw, its agents, successors and assigns.

12. Site Assessment

A. At any time prior to the closing of this agreement, City shall have the right to conduct or cause to be conducted an environmental site assessment/testing and/or testing of the site soils for suitability for construction on the property. If an environmental audit or soils test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, or that the site soils are not suitable for the construction envisioned by City, City shall have the right to void this agreement upon notice to Sniktaw, in which event neither party shall be under any further obligation to the other.

B. City or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or testing of the property, at City's sole expense.

13. In the event an owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 50% by Sniktaw and 50% by City. City and Sniktaw will each pay 50% of all closing costs. Taxes shall be prorated to the date of closing.

14. The terms of Paragraphs 9, 10, and 11 shall survive closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SNIKTAW HOLDINGS, LLC.

John Walker, CFO

CITY:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

LEASE AGREEMENT

This Agreement is made and entered into this ____ day of ____, 2008

BY AND BETWEEN

City of Wichita, Kansas,
a municipal corporation,
455 North Main Street
Wichita, Kansas 67202

"LESSOR,"

AND

Sniktaw Holdings, LLC
a Kansas Limited Liability Corporation
741 West 2nd Street
Wichita, Kansas 67203

"LESSEE."

WITNESSETH THAT:

WHEREAS, LESSOR is the owner of the following described real property, and in consideration of rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to LESSEE, for the term and under the conditions herein set forth, the premises described as follows, to-wit:

See attached Exhibit A

that portion commonly referred to as being located at 711 West 2nd Street, Wichita, Sedgwick County, Kansas and consisting of surface storage; and,

WHEREAS, the above named parties desire to enter into this Lease Agreement on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound are as follows:

1. **TERM.** LESSOR hereby demises, lets and lease the above described real property together with the improvements thereon, to LESSEE for a term not exceeding Thirty-six (36) months commencing on the First (1st) day of July, 2008 terminating on or before the Thirtieth (30th) day of June 2011.
2. **RENEWAL OPTIONS.** None.
3. **RENT.** As part consideration for this lease agreement and as rent for the use of said

premises the LESSEE agrees to pay unto LESSOR the sum of One Dollar and No Cents (\$1.00) for the full term, receipt of which is acknowledged.

4. **SECURITY DEPOSIT.** None

5. **LIABILITY.** LESSEE acknowledges that LESSEE has examined the premises, and acceptance of the space thereof will acknowledge that there is in and about said premises nothing apparently dangerous to life, limb, health, or property. LESSEE agrees to enter into possession of said premises in their current "as-is" condition.

LESSOR shall not be liable to LESSEE for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of LESSEE arising from any act or neglect of any co-tenants or other occupants of the property, or of the employees of LESSEE or of the customer trade of LESSEE.

LESSEE agrees to indemnify LESSOR and hold LESSOR harmless from any claim, loss, liability, damage, and cost and expense of investigating or defending any claim therefor occurring on or about the premises or arising in any way as a result of LESSEE's occupancy of the premises.

6. **TAXES -- REAL AND PERSONAL PROPERTY.** LESSEE shall be liable for all taxes levied against personal property, furniture, or fixtures placed by LESSEE in the demised premises. If any such taxes for which LESSEE is liable are levied or assessed against the LESSOR, or LESSOR's property, or if the assessed value of the LESSOR's property is increased by inclusion of such personal property of the LESSEE, the LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from the LESSOR. If LESSEE's use of the property causes ad valorem taxes to be levied against the property, LESSEE shall be responsible for payment of all such ad valorem taxes. LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from the LESSOR.

7. **WAIVER OF ANY BREACH.** Any waiver of any breach hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

8. **USE OF PREMISES.** The demised premises may be used and occupied only for surface storage and parking and related uses unless prior written permission for other use is obtained from LESSOR. Further, LESSEE shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased. LESSEE shall not commit, or suffer to be committed, any waste upon said premises and LESSEE further agrees not to connect with electric wires, water, gas or sewer pipes, or any apparatus, machinery or device without the consent of LESSOR.

LESSEE expressly recognizes that the premises are publicly owned and that the LESSOR desires that the premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the LESSEE will not use the premises for any partisan or political activity or for any overt public activities that take a position on policy issues before the City and its agencies,

provided that this provision shall not prevent the LESSEE from taking positions in newsletters, correspondence, internal meetings, etc. that otherwise are in accordance with the purposes of the organization.

LESSEE shall neither use nor occupy the demised premises for any unlawful, disreputable or ultra hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, LESSEE agrees to immediately, take action and cease any activity or use in violation of this agreement.

9. **CONDUCT OF BUSINESS.** LESSEE will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other occupants, guests, neighbors, or LESSOR in the management of the property or any building thereon.

10. **LESSEE'S INDEMNIFICATION AND NON-LIABILITY OF LESSOR.** LESSOR shall not be liable to LESSEE or to LESSEE's employees, patrons, guests or visitors in or upon the leased premises for any damage to person or property caused or claimed to have been caused by the negligence of LESSEE, the LESSEE's agents, employees, or invitees.

LESSOR shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of LESSOR, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs, or from any cause whatever except LESSOR's negligence.

11. **PUBLIC LIABILITY INSURANCE.** LESSEE agrees to carry public liability insurance on the premises during the term hereof, covering both LESSOR and LESSEE, with companies licensed to do business in the State of Kansas for limits of not less than \$500,000 for injury or death of any one person, \$500,000, for any one occurrence, \$500,000 property damage insurance, and contractual liability coverage recognizing this lease, and providing that LESSOR and LESSEE shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination or change in such insurance. LESSEE also agrees to carry insurance against fire and other such risks as are included in standard Extended Coverage Insurance, for the full insurable value, covering all of LESSEE's personal property located on or within the premises. LESSEE shall also carry insurance for fire and extended coverage, vandalism, malicious mischief or other endorsements deemed advisable by LESSEE, insuring the leasehold improvements on the premises for the full insurable value thereof and with such deductibles as are reasonable. LESSEE shall, upon request by LESSOR, provide LESSOR with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. LESSEE shall also provide and keep in force other insurance in amounts that may from time to time be reasonably required by LESSOR against other insurable hazards as are commonly insured against for the type of business or activity that LESSEE will conduct on the premises.

12. **UTILITIES.** LESSOR agrees to provide the following utilities to the demised premises: NONE. LESSEE agrees to pay for all other services supplied to said premises not hereinbefore enumerated subject to prior consent prior to installation as required in Section 8, above,

throughout the term of this agreement and all such services shall be put in LESSEE's name prior to occupancy. LESSOR, however, shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of LESSOR.

13. **LESSOR'S COVENANTS.** It is agreed by the parties hereto that it shall be the duty and obligation of the LESSOR herein:

- a. To deliver the leased premises to the LESSEE, at commencement of the term of this lease, in "as-is" condition.
- b. To permit LESSEE to spaces on a non-exclusive basis for parking for persons participating in its activities and without additional costs for such use to the LESSEE.
- c. To provide to LESSEE, contingent upon LESSEE's compliance with its covenants, duties and obligations herein, the right to the quiet and peaceful possession of said premises for the term of this lease, or until terminated under the provisions of section 27, below.

14. **LESSEE'S COVENANTS.** In consideration of the foregoing, the LESSEE hereby agrees:

- a. To promptly pay the specified rents for the leased premises in the manner and at the times as herein provided to the LESSOR, its successors and assigns, or to its agent.
- b. To keep the leased premises neat, clean, safe, and sanitary during the term of this lease, and to observe and comply with all regulations governing said premises made by any property governing agency as to cleanliness, all without cost or expense to LESSOR.
- c. To insure that all required outside storage and refuse containers of the LESSEE are places so that they do not block the alley or endanger or impede traffic flow.
- d. To notify the LESSOR immediately of any major problem relative to the leased property.

15. **MUTUAL WAIVERS OF SUBROGATION.** Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the leased premises, the building or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extend that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

16. **IMPROVEMENTS AND ALTERATIONS.** LESSEE shall make no material changes or alteration in said leased premises after LESSEE clears the property of all improvements within the first 90 days of the lease and as agreed by the spearate contract unless it shall first have obtained LESSOR'S written consent thereto.

Any approved improvements which are not fixtures and which are not specifically identified as belonging to LESSOR shall remain the property of LESSEE. At the termination of this agreement, the LESSEE shall have the option of removing all such fixtures and leasehold improvements belonging to him and restoring the premises to their original condition, less ordinary wear and tear; or with the consent of LESSOR may leave said fixtures and leasehold improvements in place. In the event that said fixtures and leasehold improvements are not removed within fifteen (15) days after the termination of this lease, LESSOR shall have the option of taking title to all said fixtures and leasehold improvements, immediately, or to have all or any part of such fixtures and leasehold improvements removed at LESSEE's sole expense.

17. **LIENS - REGULATIONS.** LESSEE shall not, during the term of this agreement, permit or suffer any lien or encumbrance to attach to the premises or any part thereof and shall indemnify and save harmless the LESSOR against the same. LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by the City of Wichita, Kansas, in respect to the operation and maintenance of the premises described herein. Further, LESSEE shall comply with all laws and ordinances of the State of Kansas and the City of Wichita, Kansas, which have been enacted by any state or local governing body.

18. **SIGNS AND AWNINGS.** No sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the premises, unless the written consent of LESSOR shall first have been obtained.

19. **INSPECTION AND ENTRY.** It shall be lawful for LESSOR, his agents and representatives, at any reasonable hours in the day to enter into or upon said demised premises for the purpose of examining into the condition thereof, or to make such repairs and alteration as may be necessary for the safety and preservation of the said building, but without any obligation to make repairs, also to exhibit the said premises to let and to put upon said premises the usual for rent notice up to thirty (30) day preceding the expiration of the Lease, which said notice shall not be removed by said LESSEE, or for any other lawful purpose.

20. **OWNERSHIP REPRESENTATION.** Under no circumstances shall the LESSEE represent to any party that the LESSEE is the owner of the property covered by the lease or the agent or trustee of the LESSOR. LESSEE understands and agrees that no authorization to act for, on or in behalf of the LESSOR is granted to the LESSEE.

21. **NONDISCRIMINATION.** LESSEE agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "A" hereto and incorporated herein.

22. **ASSIGNMENT AND SUBLEASE.** It is agreed that this Lease Agreement or any interest therein, shall not be assigned by the LESEEE, nor the property sublet in whole or in part, without the prior written consent of LESSOR, nor shall this lease, or any interest therein or thereunto be sold or assigned or passed by adjudication of LESSEE as a bankrupt or through bankruptcy proceedings. In the event the lease is so assigned or the property sublet in whole or in part, the

LESSEE is not relieved from any of its obligations and liabilities under this Lease Agreement, but rather, remains liable for performance under the Lease Agreement.

23. **EVENT OF CASUALTY.** In the event the the premises shall be damaged or destroyed by an casualty as to become untenable, then LESSOR may, if LESSOR so elects, give notice in writing terminating this lease upon proper notice.

24. **EVENTS OF DEFAULT.** The following shall be considered, for all purposes, to be defaults under and breaches of this lease by LESSEE:

- a. Failure of LESSEE to perform or observe any of the terms, provisions, conditions and covenants of this lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to LESSEE.
- b. LESSEE shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the LESSEE's property, or LESSEE makes an assignment for the benefit of creditors.
- c. If LESSEE abandons or vacates any substantial portion of the demised premises for a period of ten (10) days or more, or this lease or LESSEE's interest herein.
- d. The premises come into the hands of any person other than is expressly permitted under this agreement.

25. **TERMINATION.** This agreement shall terminate without any further required notice upon occurrence of any of the following.

- a. The expiration of the lease term.
- b. Any default or breach of any covenants and provisions of the Lease Agreement by the LESSEE and failure to cure such breach by LESSEE after notice periods identified hereinbefore in Section 24. In which case the LESSOR shall be entitled to possession of the leased premises, and LESSOR may distrain for rent due and damages and recover possession of said leased premises as provided by law.
- c. Upon ninety (90) days notice by the LESSOR.

26. **ENFORCEABILITY.** No waiver by LESSOR or LESSEE of any breach of any term, covenant or condition hereof shall be deemed to be a waiver of any subsequent breach of the same, or any other term, covenant or condition. The acceptance of rent by LESSOR shall not be deemed a waiver of any earlier breach by LESSEE of any term, covenant, or condition hereof, regardless of LESSOR'S knowledge of such breach, when such rent is accepted, unless LESSOR specifically agrees thereto. No covenant, term or condition of this lease shall be deemed waived by LESSOR or LESSEE, unless waived in writing.

27. **NOTICE.** All LESSEE correspondence, notices and demands to LESSOR must given in writing to:

Office of Property Management
Attention: John C. Philbrick
City Hall - 13th Floor
455 North Main Street
Wichita, Kansas 67202

All LESSOR correspondence, notices and demands to LESSEE must be given in writing to:

Sniktaw Holdings, LLC
Attn.: John Walker, CFO
741 West 2nd Street
Wichita, Kansas 67203

28. **EXHIBITS.** All of the exhibits referenced hereinabove are part of the Lease agreement as if fully set forth herein.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in not way limit or enlarge the terms and conditions of this lease.

30. **SEPARABILITY.** If any clause or provision of this lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

31. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants

and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest, and legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate the day and year first above written.

LESSOR
CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

LESSEE
Sniktaw Holdings, LLC

By _____
John Walker, CFO

Approved as to form:

Gary E. Rebenstorf
Director of Law and City Attorney

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council

SUBJECT: Approval of City of Wichita's Final Transition Plan

INITIATED BY: Law and Public Works Departments

AGENDA: New Business

Recommendation: Approve the final transition plan.

Background: The City of Wichita conducted a self evaluation of City facilities in 1992 as required by the Americans with Disabilities Act (ADA). At that time, the obligations of cities had not yet been fully formed, and numerous regulations that now have the force of law had not yet been passed. After that date, City staff incorporated appropriate standards for accessibility into new construction and some remodeling work, but without comprehensive coverage and without being a part of a coordinated plan.

Analysis: The City was sued in 2005 for failure to comply with certain aspects of ADA requirements, and chose that action as the vehicle to launch a full-scale revamp of the City's approach to accessibility. One of the principal provisions of the settlement agreement in that lawsuit called for an independent, third-party evaluation of all city facilities for Americans with Disabilities Accessibility Guidelines (ADAAG) conformity, and development of a detailed plan on how those modifications were to be accomplished. The evaluation was conducted by a contractor selected with the participation and approval of the plaintiff in that lawsuit. The final transition plan has been reviewed and modified by staff, and is ready for Council review and approval. City staff has made substantial changes to the contractor proposals, all of which conform to ADAAG standards. The final transition plan, as modified, has the unanimous recommendation for approval from the City-County Access Advisory Board, by virtue of a vote on April 23, 2008. This is an organic document, and additions and modifications will be made as necessary to address changes in the structure or use of City facilities. The Final Transition Plan is several hundred pages long. It can be viewed on the City's web site at <http://www.wichita.gov/CityOffices/CityManager/Administrative/ADA/TransitionPlan.htm>

Financial Considerations: The final transition plan proposed sets a timetable for all modifications to be complete by 2017. The changes are carefully structured to fit within the current Capital Improvement Program (CIP), and should not require extraordinary funding. Through a combination of in-house maintenance work, incorporation of ADAAG standards into existing new construction or remodeling work, and use of previously approved CIP funds, the City is already in compliance at a level beyond that anticipated by the time tables in this plan.

Legal Considerations: The settlement agreement requires the City to conform to standards that could be enforced by either private action or by the intervention of the federal Department of Justice. The adoption of the final transition plan will bring the City into compliance with federal law, meet the City's obligations under the settlement agreement from the 2005 legal action, and will inoculate the City from future claims based on claims of ADA non-conformity.

Goal Impact: The adoption of the final transition plan will have a positive impact on the efficient infrastructure goal, as access to public facilities is created or improved for citizens with disabilities. The goal of quality of life will also be positively affected, as the improvements to access allow those with mobility or other challenges to participate to a greater extent in the public life of the community. Those persons without disabilities also often appreciate and use the facility improvements.

Recommendations/Actions: Approve and adopt as a future planning tool the Final Transition Plan for the City of Wichita that encompasses ADA access improvements for City facilities.

Attachment: Facilities Included in the City of Wichita ADA Final Transition Plan

Facilities Included in the City of Wichita ADA Final Transition Plan

A. Price Woodard Jr. Park (updated 01-17-2008)

ADA Transition Plan - Completed Items
(as of May 2, 2008)

African American Center (updated 02-29-2008)

Aley Park (updated 01-17-2008)

Alford Branch Library (updated 12-31-2007)

Animal Shelter (updated 02-29-2008)

Atwater Neighborhood City Hall (updated 02-29-2008)

Auburn Hills Golf Course (updated 01-17-2008)

Aviation Museum (updated 02-29-2008)

Barrington Park (updated 01-18-2008)

Big Arkansas River Park (updated 01-17-2008)

Boston Park/Community Center (updated 01-17-2008)

Bridgeport Park (updated 01-17-2008)

Brownthrush Park (updated 01-18-2008)

Buffalo Park (updated 01-17-2008)

Career Development Center (updated 02-29-2008)

Century II (updated 02-29-2008)

Cessna Park East (updated 01-17-2008)

Cessna Park West (updated 01-17-2008)

Chisholm Creek Park North (updated 01-17-2008)

City Hall (updated 02-29-2008)

CityArts (updated 02-29-2008)

Claude Lambe Park (updated 01-17-2008)

College Hill Park (updated 01-17-2008)

Columbine Park (updated 01-18-2008)

Colvin Neighborhood City Hall (updated 02-29-2008)

Cottonwood Park (updated 01-17-2008)

Country Acres Park (updated 01-18-2008)

Cypress Park (01-17-2008)

Delano Park (updated 01-18-2008)

Department of Housing and Community
Services at 332 N. Riverview

Downtown Street Parking (updated 02-28-2009)

Eastview Park (updated 01-17-2008)

Ed Martin Trail (updated 01-18-2008)

Edgemoor Park (updated 01-17-2008)

Emery Memorial Park (updated 01-17-2008)

Emporia Park (updated 01-17-2008)

Evergreen Branch Library (updated 12-31-2007)

Evergreen Park/City Hall (updated 01-17-2008)

Fairmount Park (updated 01-17-2008)

Finlay Ross Park (updated 01-17-2008)

Finney State Office Building (updated 02-29-2008)

Fire Station 01 (updated 12-31-2007)

Fire Station 02 (updated 12-31-2007)

Fire Station 03 (updated 12-31-2007)

Fire Station 04 (updated 12-31-2007)

Fire Station 05 (updated 12-31-2007)

Fire Station 07 (updated 12-31-2007)

Fire Station 08 (updated 12-31-2007)

Fire Station 09 (updated 12-31-2007)

Fire Station 10 (updated 12-31-2007)

Fire Station 11 (updated 12-31-2007)

Fire Station 12 (updated 12-31-2007)

Fire Station 13 (updated 12-31-2007)

Fire Station 14 (updated 12-31-2007)

Fire Station 15 (updated 12-31-2007)

Fire Station 16 (updated 12-31-2007)

Fire Station 17 (updated 12-31-2007)

Fire Station 18 (updated 12-31-2007)

Fire Station 19 (updated 12-31-2007)

Garvey Park (updated 01-18-2008)

Glenn Village Park (updated 01-18-2008)

Great Plains Nature Center (updated 01-17-2008)

Grove Park (updated 01-17-2008)

Harrison Park (updated 01-17-2008)

Harvest Park (updated 01-17-2008)

Health Department (updated 02-29-2008)

Hellers Park (updated 01-17-2008)

Facilities Included in the City of Wichita ADA Final Transition Plan

Henry Park (updated 01-18-2008)	Murdock Park (updated 01-18-2008)
Heritage Square Park (updated 01-17-2008)	Museum of World Treasures (updated 02-29-2008)
Herman Hill Park (updated 01-18-2008)	Naftzger Park (updated 01-17-2008)
Hill Top Center/Horizons Gym/Friendship Park (updated 01-17-2008)	North Linwood Park (updated 01-17-2008)
Hispanic Center (updated 02-28-2009)	Oak Park (updated 01-17-2008)
Hope Park (updated 01-17-2008)	OJ Watson Park (updated 01-17-2008)
Hyatt Hotel	Old Town Cinema Plaza (updated 02-29-2008)
Hyde Park (updated 01-17-2008)	Orchard Park Recreation Center (updated 01-17-2008)
Index of Surveyed Buildings and Facilities	Osage Park (updated 01-17-2008)
Individual Parking Lots & Parking Garages (updated 02-29-2008)	Pawnee Prairie Park (updated 01-17-2008)
Indo-Chinese Center (updated 02-29-2008)	Piatt Memorial Park (updated 01-17-2008)
Kansas Firefighters Museum (updated 02-29-2008)	Planeview Park (updated 01-17-2008)
Kansas Sports Hall of Fame (updated 02-29-2008)	Police Station East (updated 12-31-2007)
Kiwanis Park (updated 01-17-2008)	Police Station North (updated 12-31-2007)
L.W. Clapp Golf Course (updated 01-17-2008)	Police Station South (updated 12-31-2007)
La Petite Academy (updated 02-29-2008)	Police Station West (updated 12-31-2007)
Lawrence Dumont Stadium (updated 02-29-2008)	Prospect Park (updated 01-17-2008)
Lincoln Park (updated 01-17-2008)	Redbarn Park (updated 01-17-2008)
Longview Neighborhood Park (updated 01-17-2008)	Redbud Park (01-17-2008)
Lynette Woodard Recreation Center (updated 02-29-2008)	Reflection Park (updated 01-17-2008)
Main Branch Library (updated 12-31-2007)	Rivera Park (updated 01-17-2008)
Maya Angelou Branch Library (updated 12-31-2007)	Riverside Park (updated 01-17-2008)
McAdams Park Recreation Center (updated 01-17-2008)	Riverside Park North (updated 01-17-2008)
McDonald Park (updated 01-17-2008)	Riverside Park South Tennis Center (updated 01-17-2008)
Meadows Park (updated 01-18-2008)	Rockwell Branch Library (updated 12-31-2007)
Mid-America All-Indian Center (updated 02-29-2008)	Schell Park (updated 01-17-2008)
Mid-Continent Airport (updated 02-29-2008)	Schweiter Park (updated 01-17-2008)
Minisa Park (updated 01-17-2008)	Sedgwick County Historical Museum (updated 02-29-2008)
MTA Downtown Transit Center (updated 02-29-2008)	Seneca Park (updated 01-18-2008)
	Sim Park (updated 01-17-2008)
	Skyline Park (updated 01-17-2008)
	Sleepy Hollow Park (updated 01-17-2008)
	South Lakes Park (updated 01-18-2008)

Facilities Included in the City of Wichita ADA Final Transition Plan

South Linwood Park (updated 01-17-2008)
Southview Park (updated 01-18-2008)
Spruce Park (updated 01-17-2008)
Stanley Neighborhood City Hall (updated 02-29-2008)
Stryker Soccer Complex (updated 01-17-2008)
Sunset Park (updated 01-18-2008)
Swanson Park (updated 01-18-2008)
Sycamore Park (updated 01-17-2008)
Towne Park (updated 01-17-2008)
Transit Operations Center
Veterans Memorial Park (updated 01-17-2008)
Victoria Park (updated 01-17-2008)
WATER Center (updated 02-29-2008)
Water Wall (updated 01-17-2008)
West Douglas Park (updated 01-18-2008)
West Meadows Park (updated 01-18-2008)
West Millbrook Park (updated 01-18-2008)
West Side Athletic Fields (updated 01-18-2008)
Westlink Branch Library (updated 12-31-2007)
Westlink Park (updated 01-18-2008)
Whitney Village Park (01-17-2008)
Wichita Art Museum (updated 02-29-2008)
Wichita Boat House (updated 02-29-2008)
Wichita Ice Center (updated 02-29-2008)
Wildwood Park (updated 01-18-2008)
Woodland Park North (updated 01-17-2008)
Woodland Park South (updated 01-17-2008)

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council

SUBJECT: Wichita Police Department and Law Department Domestic Violence Process Server Grant

INITIATED BY: Police Department and Law Department

AGENDA: New Business

Recommendation: Approve the application.

Background: The Prosecutor's Office and the Police Department have submitted an application for grant funds to hire off duty law enforcement officers to personally serve domestic violence subpoenas. The grant is from the State Crime Victims' Assistance Fund, through the Office of the Attorney General of the State of Kansas. Domestic Violence victims are difficult to locate when serving judicial process. Often an offender will intercept the process that is mailed; a victim will move without any forwarding address, victims will stay with friends or at a shelter without updating contact information. Often, this results in many difficulties to serve them with a subpoena to appear for trial. The Wichita Police Department and the Prosecutor's Office have developed an internal process for personally serving a small portion of victims and witnesses in domestic violence cases. Of this number, there is success in summoning the victims/witnesses for trial. This results in justice being served, as well as allows victims to access services at this stage of the proceedings. This grant opportunity would allow an increased number of domestic violence cases to have personal service of subpoenas. The grant application has already been signed by the City Manager pursuant to authority under Administrative Regulation 2.4, where delay would invalidate the grant.

Analysis: The Kansas Attorney General's Office, State Crime Victims' Assistance Fund, is offering this grant opportunity for new or existing programs to offer or enhance victim services in the State of Kansas. The application submitted would enhance process service to victims/witnesses of domestic violence.

Financial Considerations: The grant request is for \$25,000.00 with a 25% cash match. The grant proposal anticipates the 25% match be derived from vehicle expenses and other office expenses necessary for such a program, purchased from the Wichita Police Department budget.

Goal Impact: Provide a safe and secure community by placing an emphasis on reducing domestic violence offenses by notification and summons of those victims/witnesses who currently have an undocumented notice for appearance in domestic violence prosecutions, and allowing victims of domestic violence to access victim services at the adjudicatory stage of the judicial process.

Legal Considerations: Law Department has reviewed the grant application.

Recommendations/Actions: It is recommended that the City Council approve the application.

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
Funding Period: July 1, 2008 to June 30, 2009

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GENERAL INFORMATION

This page should be completed last, after the rest of the application is ready to be submitted.

1. Proposed Grant Project Name	City of Wichita Domestic Violence Personal Service Project
2. Agency Name	City of Wichita Prosecutor's Office and City of Wichita Police Department
3. Mailing Address	455 N. Main, Wichita, Ks. 67202
City, State ZIP+4	
Agency Website Address	www.wichita.gov
Agency Telephone and Fax	Phone 316-268-4569 Fax 316-268-4335
4. Physical Address	455 N. Main
City, State ZIP+4 County	Wichita, KS 67202
5. Name of Primary Contact for Project	Mary McDonald – Chief Prosecutor
Title	Sammy Hanley - Lieutenant
Direct Telephone and Fax	Phone 316-268-4569 Fax 316-268-4335
E-Mail Address	mmcdonald@wichita.gov
6. Name of Fiscal Officer	Kelly Carpenter
Title	Finance Director
Direct Telephone and Fax	Phone 316-268-4300 Fax 316-268-4656
E-Mail Address	kcarpenter@wichita.gov
7. Federal Identification Number	48-6000653
8. Agency Fiscal Year End	12-31-2008
9. County(ies) expected to use proposed grant project services	Sedgwick
10. Brief description of proposed grant project	
Employ off duty police officers to serve subpoenas to victims of domestic violence with the goal of increasing victim appearances in court, connecting them with services and keeping them safe.	

11. Please select one: If awarded, State Crime Victims' Assistance Fund funds will:

- | | |
|--|--|
| <input checked="checked" type="checkbox"/> XXX Create a new grant project or service activity not previously funded with grant funds | <input type="checkbox"/> Continue existing grant project currently funded with grant funds |
| <input type="checkbox"/> Enhance or expand an ongoing grant project or service activity not previously funded with grant funds | <input type="checkbox"/> Enhance or expand an ongoing grant project or service activity currently funded |

12. Total Agency Budget for Current Fiscal Year	\$ 0
13. Total Agency Budget for Next Fiscal Year	\$ 36002
14. State Crime Victims' Assistance Fund Request for FY 2009	\$ 25000

Each eligible applicant must receive 50 percent or more of their total agency budget from sources other than funds distributed through this fund.
No grant award will be made for more than \$25,000.00.

FUNDING HISTORY FROM OFFICE OF THE ATTORNEY GENERAL JULY 1st – JUNE 30th

15. State Crime Victims' Assistance Fund Award	2008	\$0
16. State Crime Victims' Assistance Fund Award	2007	\$0
17. State Crime Victims' Assistance Fund Award	2006	\$0

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION

State Crime Victims' Assistance Fund

Fiscal Year 2009

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18.	State Crime Victims' Assistance Fund Award	2005	\$	0
19.	State Crime Victims' Assistance Fund Award	2004	\$	0
20.	State Crime Victims' Assistance Fund Award	2003	\$	0

State Crime Victims' Assistance Fund

CVAF Request not to exceed \$ 25,000.00

21.	Actual Amount of Grant Match (CASH). Must be 25% of request	\$	11112
22.	Source of Grant Match (CASH)		City of Wichita Police Dept.
23.	Number of years program has been in operation		0
24.	Number of years agency has been in operation		N/A
25.	Number of victims served by agency in the last 12 months		5598 DV victim
26.	Projected number of victims to be served by proposed grant project		2340 DV victims

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
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SUMMARY OF CONTENTS

Before beginning any work on the grant application, please read all the information thoroughly. As you complete the grant application, please use this checklist as a guide. Complete and sign this page, and turn it in with the grant application as page 3. When submitting the grant application, please put together the requested information in the following order and check YES if the information is enclosed with the grant application.

	YES	NO	N/A	FOR AG USE ONLY
1. General Information Form	<input checked="" type="checkbox"/>			
2. Summary of Contents	<input checked="" type="checkbox"/>			
3. Prior Accomplishments	<input checked="" type="checkbox"/>			
4. Underserved Populations	<input checked="" type="checkbox"/>			
5. Problem Statement & Needs Assessment	<input checked="" type="checkbox"/>			
6. Project Goal(s) & Objectives	<input checked="" type="checkbox"/>			
7. Project Staffing Pattern	<input checked="" type="checkbox"/>			
8. Project Monitoring and Evaluation	<input checked="" type="checkbox"/>			
9. Project Coordination	<input checked="" type="checkbox"/>			
10. Statement of Non-Duplication	<input checked="" type="checkbox"/>			
11. Civil Rights Contact Information	<input checked="" type="checkbox"/>			
12. Dissemination of Crime Victims' Rights Info	<input checked="" type="checkbox"/>			
13. Make-Up of Trustees, Board or Advisory Board	<input checked="" type="checkbox"/>			
14. Demographic Breakdowns	<input checked="" type="checkbox"/>			
15. Budget Summary Form	<input checked="" type="checkbox"/>			
16. Budget Narrative	<input checked="" type="checkbox"/>			
17. Current Fiscal Year Agency Budget			<input checked="" type="checkbox"/>	
18. Next Fiscal Year Agency Budget	<input checked="" type="checkbox"/>			
19. Organizational Chart	<input checked="" type="checkbox"/>			
20. Liability & Casualty Insurance Policy	<input checked="" type="checkbox"/>			
21. Certificate of Good Standing - KS Secy of State			<input checked="" type="checkbox"/>	
22. Licensing or Certification for Agency			<input checked="" type="checkbox"/>	
23. Assurance of Confidentiality	<input checked="" type="checkbox"/>			
24. Three Letters of Support			<input checked="" type="checkbox"/>	
25. Proof of 501(C) Status			<input checked="" type="checkbox"/>	
26. a) Current Audit Report if not for profit			<input checked="" type="checkbox"/>	
b) Auditor's letter to management			<input checked="" type="checkbox"/>	
c) Response to auditor's letter to mgmt.			<input checked="" type="checkbox"/>	
FINAL CHECK				
All the information is in the correct order as listed.	<input checked="" type="checkbox"/>			
There is 1 original plus FIVE copies of the application and Audit Report.	<input checked="" type="checkbox"/>			
If Audit Report not yet completed, explanation in the narrative.			<input checked="" type="checkbox"/>	

If the application is submitted incomplete, it will be returned immediately and will not be reviewed.

SIGNATURE OF PERSON COMPLETING APPLICATION

DATE

5-9-08

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
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#1 GENERAL INFORMATION

See attached.

#2 SUMMARY OF CONTENTS

See attached.

#3 PRIOR ACCOMPLISHMENTS

Currently, the City of Wichita prosecutes over 4,000 domestic violence cases per year. In order to be somewhat successful, it is necessary to continuously review the procedures utilized for handling these types of cases. Historically, the City of Wichita has developed a number of procedures and policies that make it very successful.

In 1990, the City of Wichita recognized the need to segregate domestic violence associated with these types of cases, and the needs of domestic violence victims. In 1990, the City of Wichita also developed a deferred judgment program for first time offenders of domestic violence. This program was aimed at providing services to offenders with the hope of breaking the cycle of violence, keeping domestic violence victims safe.

In 1997, the City of Wichita contracted with Legal Services of Wichita to provide Victim Services. This program provides victims with information about the court process and assistance as the case proceeds through the system. Victims are also provided information and assistance regarding application for Protection from Abuse orders and are given contact information for assistance with divorce issues, child custody issues or any other legal needs.

Over the years, the City of Wichita Prosecutor's Office has studied and implemented a number of policies and programs to encourage victim participation in the court process. For instance, the Prosecutor's Office formed a partnership with the YWCA and Catholic Charities Harbor House, in order to provide immediate contact with victims of domestic violence. It is hoped that initial contact with advocates, who have associations with a private entity would more quickly access services to assist.

In 2005, it was noted that personal service of court process would increase the number of victims participating in court proceedings. This became a necessity, as we noted that the subpoenas were being intercepted by defendants, victims were relocating without forwarding addresses, attorneys were telling victims that they should not appear, and defendants were providing the same advice. We found that our chronic abusers were utilizing the system to their advantage, and continuing their rampage of terror. Thus, the City of Wichita Prosecutor's Office and the Wichita Police Department engaged in a partnership with the goal of increasing the number of victims who appear for court, thus increasing the percentage of successful prosecutions, in order to put an end to the violence.

From July 1, 2007 to March 31, 2008, there were 4662 misdemeanor domestic violence cases made by the Wichita Police Department. The Wichita Police Department made 2869 arrests. The City Prosecutor's office filed charges on 3676 domestic violence

COPY

cases involving 5598 victims. In general, the number of cases that resulted in guilty findings was 1790. Over that time period, there were 693 cases where personal service of subpoenas was attempted. Victims were successfully served in 326 of those cases. 215 of those cases resulted in guilty findings. Of those cases that did not result in a guilty finding, some of those cases were continued, bench warrants were issued or the cases were dismissed because the victim still did not appear for court. The conviction rate for cases where personal service was obtained was 67%. Comparing that to the overall conviction rate of 49% , shows that victims who are personally served with subpoenas are more likely to attend court, more likely to have contact with a victim advocate and receive information about victim services, and the defendant is more likely to be held responsible for their actions.

#4 UNDERSERVED POPULATIONS

Domestic Violence victims consist of people from all races, ages, sexual orientation, religion, and socio-economic status. We note that fact within our domestic violence cases arising in the City of Wichita. Domestic violence victims experience a range of abuse, from abusers initially committing the crimes associated with domestic violence, to seasoned abusers, with multiple victims or perpetrating serious injury.

Currently, only 10% of our domestic violence victims are being served or attempted service with subpoenas by personal service. That leaves approximately 90% of domestic violence victims, with cases set for trial, whose only service of process is by mailing. While we concentrate on violent abuse, past history of violence, and gang connections to personally serve the 10%, the remaining 90% remain underserved. While there is a good response to mailing, personal service of subpoenas would underscore the importance of appearing for court, participating in the process, and empowering the victim of domestic violence, obtaining necessary services at this point in the process.

#5 PROBLEM STATEMENT & NEEDS ASSESSMENT

In 2007, the City of Wichita filed 4573 domestic violence cases. There were 5598 victims in those cases. In 90% of those cases, victims were notified of court dates and served subpoenas to attend those court dates by first class mail. If the victim did not appear, a continuance would most likely be granted for an attempt to find an address for service, or in cases of severe injury or chronic abusers, an officer would be requested to attempt service. Ultimately, many of those cases had to be dismissed for lack of a witness, and insufficient evidence to prosecute without the appearance of a witness. We found that many victims did not receive notice of the trial, as their subpoena had been intercepted by the abuser, tampered with by family members, or received threats regarding their appearance. Additionally, victims relocated without providing a new address. Most disturbing, many defense attorneys were telling their clients to inform the victim that they did not have to appear by subpoena mailed to their address, since no proof of service existed.

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It is abundantly evident that pressure is exerted on victims to refrain from appearing in court in the hopes that the Prosecutor's office will be forced to dismiss the case. Unfortunately, the City of Wichita does not currently have the resources to employ process servers, and must depend upon the gratuity of the Wichita Police Department, and hope that the call load lends time to serve the few that are currently being attempted by personal service. When victims do not appear for trial, they are often deprived of the justice they deserve, the safety that comes from supervised release or incarceration, and the services that they are entitled to receive at this stage of the process.

Since 2004, the City of Wichita Prosecutor's Office and the Wichita Police Department have collaborated to provide personal service of subpoenas for the remaining 10% of domestic violence cases set for trial. A prosecutor reviews the upcoming trial settings, and based upon the criteria of seriousness of injury, gang affiliation, chronic abuser, or severe criminal history, selects the ten percent of cases which receive the personal service attempts. At that point, subpoenas are prepared and sent to the Wichita Police Department substations, in order that patrol officers attempt to serve the subpoenas when they are not responding to calls for assistance or other police activities that take precedent. If their call load is too high, then the subpoenas do not get served at all, and we are left with service by first class mail.

This arrangement is obviously less than optimal, but remains better than ignoring the issue, and being satisfied with the limited success of service by mail. In fact, on those cases where personal service is accomplished, we have found success by the numbers of victims personally appearing, and as a result, a conviction rate that is well above the norm.

Specifically, in 2007, 11,831 subpoenas were sent by first class mail to victims and witnesses on domestic violence cases. Of those, 1,237 were selected based upon the criteria, for personal service attempt, by the Wichita Police Department Field Services Bureau. From July 1, 2007 through December 31, 2007, 393 cases were selected for personal service. The Wichita Police Department attempted service of 666 subpoenas for those cases. A majority of those subpoenas were not able to be served. However, personal service was obtained for either the victim and/or a witness in 205 of those cases resulting in 116 convictions for a 56.5% conviction rate. Of those subpoenas not served, 31% were not served simply because the police officers did not have time to serve them, with the crush of patrol activity, and response to calls for service. 21% were not served because the victim was not at home at the time of the attempt, and no further attempts were made due to call load. 35% were not served because the address for the victim was incorrect, and the demands of the patrol officer's duties did not provide time to research addresses for a new location to attempt service. We are constantly being reminded of the difficulties that patrol officers encounter, and the responsibilities that are mandated during each shift. At this point, we are appreciative of the few spare moments of time dedicated to serving these domestic violence subpoenas.

Not to be deterred, in 2008, the Prosecutor's office and the Wichita Police Department have rededicated our efforts to get victims of domestic violence personally served with subpoenas. Thus far, in 2008, 300 cases and 408 total subpoenas have been issued for personal service. 115 subpoenas or 28% have actually been served to the victim/witness. Those cases have resulted in 99 successful prosecutions with a conviction

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rate of 86%. In February 2008, the Bureau of Justice Statistics released a report regarding State Court processing of Domestic Violence Cases. That report took a sample of domestic violence cases from 15 counties in 8 states. The report showed a conviction rate of 22% for misdemeanor domestic violence cases. It also showed 12% of domestic violence cases were disposed of through a diversion/deferred judgement program. Clearly, personal service of subpoenas to domestic violence victims/witnesses have a positive impact on conviction rates, which translates into feelings of empowerment for victims. Empowerment allows victims a feeling of security, safety, and the determination to access services to provide a better life, free of abuse.

Should grant funding be awarded, an additional 25% of domestic violence cases would have personal service of subpoenas to victims/witnesses, increasing the number of domestic violence cases set for trial and personally served, from 10 percent currently, to just over 1/3 of domestic violence cases after grant funding. With an 86% conviction rate for the 10% personally served, currently, the overall conviction rate for domestic violence offenders should show a dramatic increase.

In order to accomplish this objective, and with the award of grant funding, the City of Wichita will hire off duty, Wichita Police Department law enforcement officers to devote approximately 15 hours per week to service of domestic violence subpoenas. This would be their sole duty during the dedicated overtime hours worked under this grant award. WPD officers would have the opportunity to sign up to work a dedicated shift, when they are not working their regular shifts. The personal service shifts will be blocked in 5 hour time increments three times per week. When the officer reports for process duty, the officer will be given the subpoenas for domestic violence cases set for trial within the following two week period. These subpoenas will include those that have been attempted, but no successful service as of yet. The law enforcement officer is expected to search electronic data to find locations of victims/witnesses that have apparently incorrect address information. The law enforcement officer will attempt to serve as many subpoenas as the process server shift allows. Returns on all served subpoenas shall be sent to the Court and the Prosecutor's Office. A log of subpoenas served will be maintained and document the subpoenas served on each special process server shift. The Prosecutor's Office will maintain data on cases where personal service occurred, and disposition of the case. The Wichita Police Department will provide funding for police vehicles, maintenance, and fuel. The Wichita Police Department will also provide funding to pay for computer and access charges.

#6 PROPOSED GRANT PROJECT GOAL(S) & OBJECTIVES

Goal: Increase victim attendance at Domestic Violence court dates.					
	Objective	Activities - Tasks	Measurem t Tool	Person Responsible	Time Frame

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1	Off duty police officers will be hired. (Process)	Sign up sheets for officers to work off duty will be posted	Staff will be hired	Program Director	July 1, 2008 – June 30, 2009
2	Off duty officers will obtain current residential and work contact information for victims/witnesses (Process)	Research current addresses using City of Wichita information and any other available resources.	Create log for service activity by officers	Off duty officer	July 1, 2008 – June 30, 2009
3	The off duty officers will obtain personal service of subpoenas. (Process)	Provide personal service of subpoenas to domestic violence victims.	Progress will be monitored by the number of subpoenas successfully served.	Off duty officer	July 1, 2008 June 30, 2009
4	Victim attendance will increase by 25%. (Outcome)	Victims appear for trial settings	Progress will be monitored daily by a tally of victims who attend the court settings	Domestic Violence Prosecutor	July 1, 2008 – June 30, 2009

#7 PROPOSED GRANT PROJECT STAFFING PATTERN

Wichita Police Department, off duty officers will be hired to work 15 hours per week. The 15 hour week will be divided into shifts. These shifts will consist of 5 hours per day, three days per week. The personal service officer will be supervised by Wichita Police Department.

#8 PROPOSED GRANT PROJECT MONITORING AND EVALUATION

Project Monitoring

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
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The proposed grant project will be monitored by the Wichita Police Department and the City of Wichita Prosecutor's office.

The Prosecutor's office will increase the personal service cases by 25%, taking into consideration, nature of injuries, prior abusive behavior, gang affiliation, perperency of increased violence in the home, and prior unsuccessful attempts at service, will receive the return of service for those subpoenas. The Prosecutor's office will monitor the number of subpoenas issued, the number of subpoenas successfully served, the number of victim/witnesses who appear in court, and the percentage of successful prosecutions.

The Wichita Police Department will monitor the shift staffing, the activity of officers filling the designated shifts, and the attempts at service, whether successful or not. A log will be maintained outlining the individual shifts, and the officer's activities during this special shift.

Project Evaluation

The criteria for evaluating the effectiveness of the proposed grant project will be an increase in the percentage of subpoenas successfully served, an increase in the percentage of victims who appear in court and an increase in the percentage of successful prosecutions. The goal of the grant project is a 25% increase in personal service of subpoenas, and an increase in conviction rate. The other goal of the grant, while difficult to measure is to empower victims, provide safety and security in domestic violence victims' lives, and to access services at the time of trial.

#9 PROPOSED GRANT PROJECT COORDINATION

This project, although new to the grant process, will be an enhancement to the current subpoena project currently operated by the City of Wichita Prosecutor's office and the Wichita Police Department. The Domestic Violence prosecutor will review all upcoming domestic violence trials and identify those cases of heightened importance for which personal service will be attempted. Those cases will be divided between those subpoenas currently served by patrol and this project. The Wichita Police Department will assign those cases to the respective patrol officer or to the off duty police officer to serve the subpoena. The contact person for the Wichita Police Department will be Lt. Sammy Hanley, Domestic Violence Section. The contact person for the Prosecutor's office will be Mary McDonald, Chief Prosecutor, City of Wichita.

#10 STATEMENT OF NON-DUPLICATION

The services provided as part of this grant project will involve dedicated officers researching and serving subpoenas to victims of domestic violence. There is no grant funding or other program which currently exists within the Wichita Municipal system for the dedicated personal service of subpoenas to domestic violence victims/witnesses.

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#11 CIVIL RIGHTS CONTACT INFORMATION

Jeanne Goodvin, City Manager's Office
City of Wichita
455 N. Main
Wichita, Ks. 67202

#12 DISSEMINATION OF CRIME VICTIMS' RIGHTS INFORMATION

Currently, every victim of domestic violence receives a copy of the Kansas Victims' Bill of Rights from a law enforcement officer taking a report of domestic violence on scene of the incident. Victims of domestic violence that have contact with the Prosecutor's office, will speak with a victim advocate who maintains this document and is familiar with this information.

#13 MAKE-UP OF TRUSTEES, BOARD OF DIRECTORS OR ADVISORY BOARD

Oversite Committee						
	Name	Current Address (Mailing & Email)	Telephone (H) & (W)	Business Affiliation and Areas of Expertise	# of Years on Board	Dates of Term
1	Mary McDonald	455 N. Main, Wichita, KS 67202 mmcdonald@wichita.gov	316-268- 4569	Chief Prosecutor	N	0
2	Sammy Hanley	455 N. Main, Wichita, KS 67202 shanley@wichita.gov	316-268- 4137	Lieutenant Wichita Police Department	N	0

#14 DEMOGRAPHIC BREAKDOWNS

This is a new project. The staff has yet to be determined and the client base has not been established. Statistics for those categories are not available at this time.

Race/Ethnicity Assessment

Race/Ethnicity	Staff	Oversite Committee	Volunteers	Clients	Service Area
----------------	-------	-----------------------	------------	---------	--------------

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
Funding Period: July 1, 2008 to June 30, 2009

COPY

	#s	%	#s	%	#s	%	#s	%	#s	%
African American	Unk								44357	9
Asian American									17967	4
Caucasian			2	100					393421	84
Native American									5077	1
Biracial or Multiracial									9640	2
Other									433	0

Gender Assessment

Gender	Staff		Oversite Committee		Volunteers		Clients		Service Area	
	#s	%	#s	%	#s	%	#s	%	#s	%
Male			1	50					233097	50
Female			1	50					237798	50

Age Assessment

Age	Staff		Oversite Committee		Volunteers		Clients		Service Area	
	#s	%	#s	%	#s	%	#s	%	#s	%
< 21									147027	31
20 -34									95989	20
34 - 44			1	50					65897	14
44 - 54			1	50					68684	15
54 - 59									26913	6
> 60									72031	15

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
Funding Period: July 1, 2008 to June 30, 2009

COPY

#15 BUDGET SUMMARY FORM

See Attached

BUDGET SUMMARY					TOTAL	AG Use Only
EXPENDITURES						
PERSONNEL						
Position Title	Name of Employee	New (N) or Existing (E)	%			
LEO/Process Server	Rotating Officers	N	100	24,890		
Position Title	Name of Employee	N		0		
Position Title	Name of Employee	N		0		
Position Title	Name of Employee	N		0		
Position Title	Name of Employee	N		0		
Position Title	Name of Employee	N		0		
SUBTOTAL				\$24,890		
FRINGE BENEFITS						
FICA & Medicare				0		
Unemployment Insurance				0		
Workers Comp				0		
Health Insurance				0		
Employee Retirement				0		
Other (specify)				0		
SUBTOTAL				\$0		
TRAVEL						
Local Transportation				0		
Conference & Convention				0		
Other (specify)				0		
SUBTOTAL				\$0		
SUPPLIES AND COMMUNICATIONS						
Supplies				0		
Food				0		
Telephone				0		
Postage & Shipping				0		
Printing & Publications				0		
Other (specify)				0		
SUBTOTAL				\$0		
FACILITY COSTS						
Rent				0		
Utilities				0		
Maintenance & Repair				0		
Other (specify)				0		
SUBTOTAL				\$0		
EQUIPMENT						
Equipment/Other Fixed Assets	Computer Access	N	0	6,312		
Equipment Repair & Maintenance				0		
Furniture				0		
Other (specify)				0		
SUBTOTAL				\$6,312		
CONTRACTUAL SERVICES						
Insurance Bond, Liability, etc.				0		
Audit				0		
Other (specify)	Car Rental	N	0	4,800		
SUBTOTAL				\$4,800		
OTHER						
Direct Assistance to Victims				0		
Training Costs				0		
Dues & Subscriptions				0		
Other (specify)				0		

COPY

BUDGET SUMMARY					TOTAL	AG Use
					\$0	Only
SUBTOTAL					\$36,002	
TOTAL EXPENDITURES:					\$36,002	

COPY

[Signature]
 Signature of Authorized Agency Representative

[Signature]
 City Attorney

5-9-08
 Date

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
Funding Period: July 1, 2008 to June 30, 2009

COPY

#16 BUDGET NARRATIVE

See Attached

Agency name
City of Wichita
455 N. Main
Wichita, KS 67202

CVAF

Budget Narrative

AG Use Only

Total

EXPENDITURES
PERSONNEL

Position Title	Name of Employee & Location	Purpose - Explanation	Salary or Wage Per hour	Total Hrs worked for agency	Total Annual Salary or Wage	% of hrs worked for grant	Total
LEO/Process Server	Off Duty Officer	Serve DV subpoenas	\$38.00	655	\$24,890	100%	\$24,890
Position Title	Name of Employee	Text	\$0.00	2,080	\$0	0%	\$0
Position Title	Name of Employee	Text	\$0.00	2,080	\$0	0%	\$0
Position Title	Name of Employee	Text	\$0.00	2,080	\$0	0%	\$0
SUBTOTAL					Total Fringe	% grant	Total
					\$0	0%	\$0
					\$0	0%	\$0
					\$0	0%	\$0
					\$0	0%	\$0
					\$0	0%	\$0
					\$0	0%	\$0
					\$0	0%	\$0
					\$0	0%	\$0
SUBTOTAL					Total		Total
					\$0		\$0

FRINGE BENEFITS

FICA & Medicare		Text	\$0.00	2,080	\$0	0%	\$0
Unemployment Insurance		Text	\$0.00	2,080	\$0	0%	\$0
Workers Comp		Text	\$0.00	2,080	\$0	0%	\$0
Health Insurance		Text	\$0.00	2,080	\$0	0%	\$0
Employee Retirement		Text	\$0.00	2,080	\$0	0%	\$0
Other (specify)		Text	\$0.00	2,080	\$0	0%	\$0
SUBTOTAL					Total		Total
					\$0		\$0

TRAVEL

Local Transportation			0.47	0	\$0	0%	\$0
Conference & Convention		Text	0.47	0	\$0	0%	\$0
Other (specify)		Text	0.47	0	\$0	0%	\$0
SUBTOTAL					Total	% grant	Total
					\$0	0%	\$0

SUPPLIES AND COMMUNICATIONS

Supplies		Text			\$0	0%	\$0
Food		Text			\$0	0%	\$0
Telephone		Text			\$0	0%	\$0
Postage & Shipping		Text			\$0	0%	\$0
Printing & Publications		Text			\$0	0%	\$0
Other (specify)					\$0	0%	\$0
SUBTOTAL					Total	% grant	Total
					\$0	0%	\$0

FACILITY COSTS

Rent		Text			\$0	0%	\$0
Utilities		Text			\$0	0%	\$0

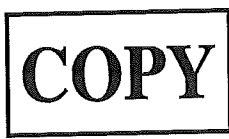
COPY

Agency name
City of Wichita
Agency Address
455 N. Main
Agency City, State, Zip
Wichita, KS 67202

Budget Narrative					AG Use Only	
					Total	Only
Maintenance & Repair		Text			\$0	\$0
Other (specify)		Text			\$0	\$0
SUBTOTAL					Total	\$0
EQUIPMENT					Total	\$0
Equipment/Other Fixed Ass	Computer Access	address information			\$6,312	\$6,312
Equipment Repair & Maintenance		Text			\$0	\$0
Furniture		Text			\$0	\$0
Other (specify)		Text			\$0	\$0
SUBTOTAL					Total	\$6,312
CONTRACTUAL SERVICES					Total	\$0
Insurance Bond, Liability, etc.		Text			\$0	\$0
Audit		Text			\$0	\$0
Other (specify)	Car Rental	Serve DV	\$400x12mo.		\$4,800	\$4,800
SUBTOTAL					Total	\$4,800
OTHER					Total	\$0
Direct Assistance to Victims		Text			\$0	\$0
Training Costs		Text			\$0	\$0
Dues & Subscriptions		Text			\$0	\$0
Other (specify)		Text			\$0	\$0
SUBTOTAL					Total	\$0
TOTAL EXPENDITURES:					36002	\$36,002

George S. Rehnstorf - City Attorney
Signature of Authorized Agency Representative
Date 5.5.08

Signature of Board President
Date



OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
Funding Period: July 1, 2008 to June 30, 2009



#17 CURRENT FISCAL YEAR AGENCY BUDGET

Not Applicable. New project.

#18 NEXT FISCAL YEAR AGENCY BUDGET

See attached.

BUDGET REPORT FORM

BUDGET REPORT FORM										Status	
										Committed,	Comments
										Projected	
REVENUE	PFA	CVAF	CVAF - CA	CEVC	Local	Other					
Contributions	0	0	0	0	0	0	0	0	0	Projected	Comments
Fundraising & Special Events	0	0	0	0	0	0	0	0	0	Projected	Comments
Legacies & Bequests	0	0	0	0	0	0	0	0	0	Projected	Comments
United Way	0	0	0	0	0	0	0	0	0	Projected	Comments
Other United Ways	0	0	0	0	0	0	0	0	0	Projected	Comments
Government grants & contracts											
City	0	0	0	0	11,112	0	0	0	0	Projected	07/08
County	0	0	0	0	0	0	0	0	0	Projected	Comments
FEMA	0	0	0	0	0	0	0	0	0	Projected	Comments
HUD	0	0	0	0	0	0	0	0	0	Projected	Comments
FVPSA	0	0	0	0	0	0	0	0	0	Projected	Comments
VOCAs	0	0	0	0	0	0	0	0	0	Projected	Comments
VAWA	0	0	0	0	0	0	0	0	0	Projected	Comments
Federal Rape Prevention	0	0	0	0	0	0	0	0	0	Projected	Comments
CEVC - Federal	0	0	0	0	0	0	0	0	0	Projected	Comments
PFA	0	0	0	0	0	0	0	0	0	Projected	Comments
CVAF	0	25,000	0	0	0	0	0	0	0	Requested	07/08
CVAF - CA	0	0	0	0	0	0	0	0	0	Projected	Comments
CEVC	0	0	0	0	0	0	0	0	0	Projected	Comments
OARS	0	0	0	0	0	0	0	0	0	Projected	Comments
Membership dues	0	0	0	0	0	0	0	0	0	Projected	Comments
Client fees/Program fees	0	0	0	0	0	0	0	0	0	Projected	Comments
Sales of Supplies	0	0	0	0	0	0	0	0	0	Projected	Comments
Investment Income	0	0	0	0	0	0	0	0	0	Projected	Comments
Rental Income	0	0	0	0	0	0	0	0	0	Projected	Comments
Miscellaneous Income	0	0	0	0	0	0	0	0	0	Projected	Comments
TOTAL REVENUE	\$0	\$25,000	\$0	\$0	\$11,112	\$0	\$0	\$0	\$0	\$0	

EXPENDITURES

										Status	
										Committed,	Comments
										Projected	
PERSONNEL	Position Title	Name of Employee									
	LEO/Process Server	Not available	0	25,000	0	0	0	0	0	Requested	07/08
	Director of Client Services		0	0	0	0	0	0	0	Projected	Comments
	Volunteer Coordinator		0	0	0	0	0	0	0	Projected	Comments
	Accountant		0	0	0	0	0	0	0	Projected	Comments
	Grant Specialist		0	0	0	0	0	0	0	Projected	Comments
	Office Assistant		0	0	0	0	0	0	0	Projected	Comments
	Case Advocate		0	0	0	0	0	0	0	Projected	Comments
	On-Call Staff		0	0	0	0	0	0	0	Projected	Comments
	Shelter Staff		0	0	0	0	0	0	0	Projected	Comments
	Sexual Assault Advocate		0	0	0	0	0	0	0	Projected	Comments
	Domestic Violence Advocate		0	0	0	0	0	0	0	Projected	Comments
	Parent Child Advocate		0	0	0	0	0	0	0	Projected	Comments
	Hotline Coordinator		0	0	0	0	0	0	0	Projected	Comments
	OARS Advocate		0	0	0	0	0	0	0	Projected	Comments
SUBTOTAL			\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	

COPY

Fiscal Year Dates

City of Wichita
455 N. Main
Wichita, KS 67202

Agency name
Agency Address
Agency City, State, Zip

BUDGET REPORT FORM

BUDGET REPORT FORM												Status							
												Committed,	Projected	Comments					
												Other	Local						
												PFA	CVAF	CVAF - CA	CEVC	Local	Other		

COPY

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
Funding Period: July 1, 2008 to June 30, 2009



#19 ORGANIZATIONAL CHART

See attached.

INVESTIGATIONS DIVISION
1 DEPUTY POLICE CHIEF
1 SECRETARY

COPY

**TECHNICAL SERVICES
BUREAU**
1 PUBLIC SAFETY ADMIN.

LABORATORY
3 CRIME SCENE SUPV.
1 DETECTIVE
1 FORENSIC EXAMINER
11 CRIME SCENE INVESTIG.
1 PHOTOGRAPHER
1 PHOTO TECH

PROPERTY & EVIDENCE
1 SECTION SUPERVISOR
1 PROPERTY CLERK
4 SERVICE OFFICER I
2 CLERK II

CRIMES AGAINST PERSONS
1 CAPTAIN

HOMICIDE
1 LIEUTENANT
7 DETECTIVE
1 PROGRAM SPECIALIST
1 ADMIN. AIDE I

SEX CRIMES/ DV
1 LIEUTENANT
8 DETECTIVES
2 CLERK II

**DOMESTIC VIOLENCE
PERSONAL SERVICE
PROJECT**

1-2 PART TIME OFFICER

GANG/ FELONY ASSAULT
1 LIEUTENANT
8 DETECTIVE

TOPS UNIT
3 DETECTIVES

ATF TASK FORCE
1 DETECTIVE (grant)

NIGHT INVESTIGATIONS
1 LIEUTENANT
4 POLICE OFFICER
1 CLERK II

E.M.C.U.
1 LIEUTENANT
12 DETECTIVE (incl. 1 grant)
2 POLICE OFFICER

PROPERTY CRIMES
1 CAPTAIN

AUTO THEFT
1 LIEUTENANT
5 DETECTIVE
2 CLERK II

FINANCIAL CRIMES
1 LIEUTENANT
8 DETECTIVE

BURGLARY
1 LIEUTENANT
9 DETECTIVE
1 POLICE OFFICER (Rotate)
1 SERVICE OFFICER II
1 CLERK II

ROBBERY/ASSAULT
1 LIEUTENANT
7 DETECTIVE

LARCENY
1 LIEUTENANT
8 DETECTIVE
3 POLICE OFFICER (Rotate)

SPECIAL INVESTIGATIONS
1 CAPTAIN
1 SECRETARY

ADMINISTRATIVE SECTION
1 LIEUTENANT
8 DETECTIVE
1 CLERK II

UNDERCOVER INVESTIG
1 LIEUTENANT
1 SERGEANT
13 DETECTIVE
1 CLERK II

OFFICE OF ATTORNEY GENERAL STEPHEN N. SIX
VICTIM SERVICES DIVISION
State Crime Victims' Assistance Fund
Fiscal Year 2009
Funding Period: July 1, 2008 to June 30, 2009

COPY

#20 LIABILITY AND CASUALTY INSURANCE POLICY

The City of Wichita is a self insured municipality.

#21 CERTIFICATE OF GOOD STANDING – KS SECRETARY OF STATE

Not applicable.

#22 LICENSING, CERTIFICATION & ACCREDITATION FOR AGENCY

Is your agency currently accredited by an accrediting body?	Yes <input type="checkbox"/> Full <input type="checkbox"/> Provisional <input type="checkbox"/>
	No <input checked="" type="checkbox"/>
If no, has application for accreditation has been made?	Yes <input type="checkbox"/> Date _____
	No <input type="checkbox"/> Not required <input checked="" type="checkbox"/>
Name of the accrediting body:	_____

#23 ASSURANCE OF CONFIDENTIALITY

This project will not receive any confidential information from victims. The intent of the project is to provide service of subpoenas to victims and will not provide any actual services to victims.

#24 THREE LETTERS OF SUPPORT

Not applicable.

#25 PROOF OF 501(C) STATUS

Not applicable.

#26 CURRENT AUDIT REPORT

Not applicable.

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and Members of the City Council

SUBJECT: Charter Ordinance - Municipal Court Judges – Political Activity

INITIATED BY: Municipal Court and Law Department

AGENDA: New Business

Recommendation: Approve the Charter Ordinance.

Background: Charter Ordinance No. 90, adopted in 1983, established the current system of full-time appointed municipal court judges, including qualifications, appointment, vacancies, divisions, and dockets. This Charter Ordinance has been amended nine times between 1992 and 2001. Many of these amendments affected the procedures for appointment of judges.

With judges becoming full-time, Charter Ordinance no. 90 included provision that prohibited the outside practice of law. It also prohibited municipal court judges from running for elective office, making political contributions, or taking part in a political campaign. It is the recollection of staff and past and present municipal court judges that one of the amendments in the late 1990s intended to repeal the prohibition on political activity. While it has been treated as repealed, this prohibition on political activity has never been formally removed from the Charter Ordinance.

Analysis: The proposed amendment to Charter Ordinance No. 90, repealing section 7, is intended to correct a drafting oversight in an amendment to the Charter Ordinance in the late 1990s. The amendment will repeal the provision that prohibits political activity by municipal court judges.

This is a Charter Ordinance and requires approval by 2/3 of the City Council.

Financial Considerations: There is no financial impact of the ordinance.

Goal Impact: The proposed amendment addresses the internal perspective in updating ordinances.

Legal Considerations: The Charter Ordinance has been drafted and approved as to form by the Law Department. It corrects an apparent oversight in the drafting of a previous Charter Ordinance.

Recommendation/Actions: It is recommended that the City Council place the Charter Ordinance on first reading, and that the Charter Ordinance be published twice after final approval.

Attachments: Charter Ordinance

PUBLISHED IN THE WICHITA EAGLE _____

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE OF THE CITY OF WICHITA, KANSAS, REPEALING
SECTION 7 OF CHARTER ORDINANCE NO. 90, PERTAINING TO POLITICAL
ACTIVITY OF MUNICIPAL COURT JUDGES

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS,

SECTION 1. The original of Section 7 of Charter Ordinance no. 90 of the Code of the
City of Wichita is hereby repealed.

SECTION 2. This ordinance shall be published once each week for two consecutive
weeks in the official City paper.

SECTION 3. This is a charter ordinance and shall take effect sixty-one days after final
publication unless a sufficient petition for a referendum is filed and a referendum held on the
ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State
of Kansas, in which case the ordinance shall become effective if approved by a majority of the
electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect
voting in favor thereof this date, _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: Amendments to the Exempt Employee Classification Ordinance

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amended ordinance and place it on first reading.

Background: Classification Ordinances establish City employee job classifications and corresponding pay ranges. Amendments to the Exempt Employee Classification ordinance are proposed periodically to establish new classifications.

Analysis:

The following amendment is proposed to the Exempt Employee Classification Ordinance:

- Establish the classification for Tennis Professional. These services at the Ralph Wulz Tennis Center and other City tennis facilities are now provided through a contract. Approval of the Ordinance will assign the duties to a City employee. The proposed pay range is C42, the same as the Golf Professional.

Financial Considerations: The cost of the new Tennis Professional classification is included in the Department of Parks and Recreation budget.

Goal Impact: As a human resources and financial issue, goal impact falls under Internal Perspective.

Legal Considerations: The Department of Law has reviewed the ordinance and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the ordinance and place it on first reading.

ORDINANCE NO.

**AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT
EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY
REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY
RANGES REPEALING ORDINANCE NO. 47-701**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

<u>Classification</u>	<u>Pay Range Numbers</u>
Accountant	C41
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Chief, Airport Public Safety	D62
Chief Deputy City Attorney	D72
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41

Classification**Pay Range Numbers**

Controller	D62
Department Director	E81 – E83
Deputy Chief, Airport Public Safety	C45/C52
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Employee Relations Officer	C45/C52
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire & Medical Rescue Coordinator	D61
Fiscal Analyst	C41
Food and Beverage Supervisor	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Housing Specialist	C41
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43

Classification**Pay Range Numbers**

Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Specialist	B31
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Analyst	C42
Real Estate Administrator	C45/C52
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51

Classification**Pay Range Numbers**

Senior Engineer	C45/C52
Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Safety Coordinator	C43
Senior Systems Analyst	C45/C52
Special Projects Coordinator	C44/C51
Special Projects Engineer	C45/C52
Superintendent of Transportation	C44/C51
Support Supervisor	B32
Systems Analyst II	C42
Systems Analyst III	C44/C51
Tennis Professional	C42
Transit Administrator	C45/C52
Transportation Development Coordinator	C43
Warehouse Supervisor	C41

SECTION 2. Ordinance No. 47-701 is hereby repealed.

SECTION 3. This ordinance shall take effect upon its adoption and publication in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
June 3, 2008**

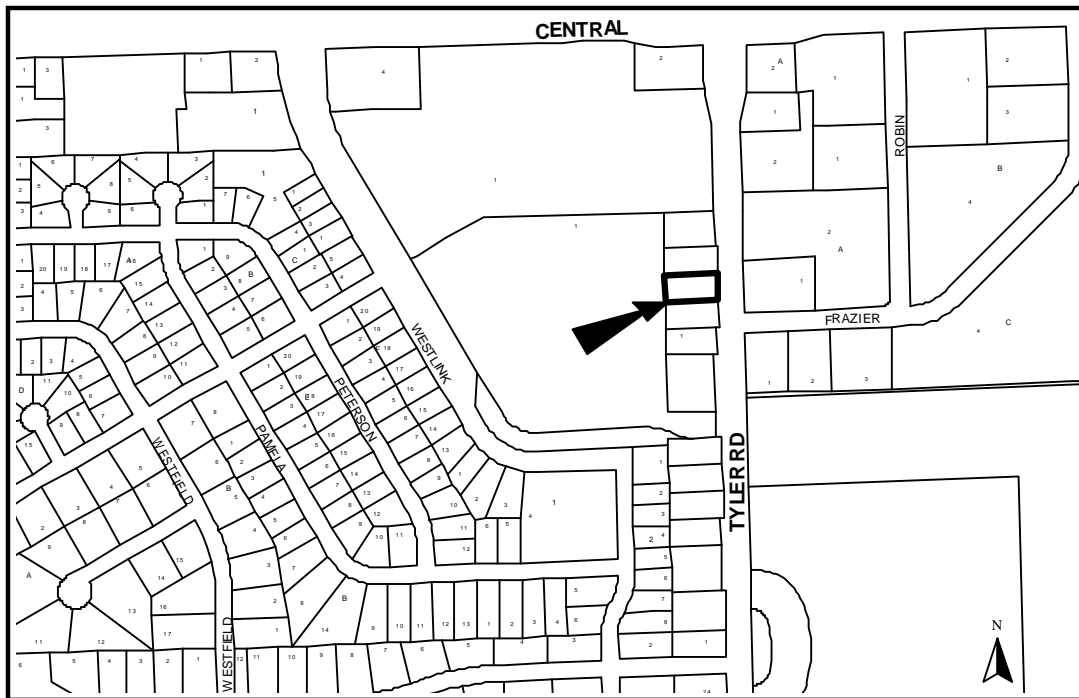
TO: Mayor and City Council Members

SUBJECT: ZON2000-45 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential to LC Limited Commercial. Generally located south of Central and west of Tyler Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve a one-year extension of time to complete platting to May 14, 2009.



Background: On November 14, 2000, the City Council approved a zone change request from SF-5 Single-Family Residential “SF-5” to LC Limited Commercial “LC” on property located south of Central and west of Tyler Road. Approval of the zone change request was subject to the condition of platting the property within one year. The last extended platting deadline was May 14, 2008. Five platting extensions have been granted, and the original applicant proposed deferring platting until the property sold. The property has now sold, and the current owner is requesting another platting extension, as the owner considers building a retail facility on the property. Therefore, the applicant requests an additional one-year extension of time to complete platting. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that a one-year extension of time to complete platting requirements be granted to May 14, 2009. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve a one-year extension of time to complete platting to May 14, 2009.

May10, 2008

Timothy J. & Catherine L. Girrens
2487 Yellowstone
Wichita, Ks 67215
W- 943-8833
H- 721-0643

RECEIVED

MAY 13 2008

METROPOLITAN PLANNING
DATE ☐ _____

Wichita-Sedgwick County Metropolitan Area Planning Dept.
City Hall, 10th Floor
455 N. Main
Wichita, Ks 67202

Re: ZON2000-00045

Dear Mr. McNeely,

As we spoke about, we are requesting a 1 year extension to complete the platting in order to receive the zoning change at the address commonly known as 541 North Tyler, Wichita, Kansas. We are the owners of Tuxedo Junction and Uniquely You Bridal currently located in Westlink Shopping Center, and we are considering building a store at that location. I expect to make a decision soon because my lease expires at the end of October. Enclosed is a check for \$140.00.

Sincerely,

Tim Girrens

EXCERPT OF THE APRIL 24, 2008 MAPC HEARING

Case No.: ZON2008-15 - Deferred from the April 10, 2008 MAPC Meeting – Estate of Lela Virginia Tanner (Dale Tanner) / Mark Savoy Request City zone change from "SF-5" Single-family Residential to "LC" Limited Commercial on property described as;

The West 250 feet of the South 290 feet of the Southeast Quarter, Section 28, Township 27, Range 2 East of the 6th P.M., Sedgwick County, Kansas. Generally located 10402 East Harry (north of Harry, between Todd and Shiloh).

BACKGROUND: The applicant is seeking LC Limited Commercial ("LC") zoning for 1.32 acres located on the north side of east Harry Street, approximately 2,600 feet west of Greenwich. The site is zoned SF-5 Single-family Residential ("SF-5"), and developed with what appears to be a vacant residence. The site has 250 feet of frontage along Harry Street, with two driveways.

Property to the east is zoned SF-5 and developed as a single-family residence on a large lot that wraps around to the north of the applicant's site. Further east of the site is a utility substation, also zoned SF-5. Further north of the next door neighbor's property is Reserve C of the Crystal Creek Addition, zoned SF-5, which is a single-family residential neighborhood. South of Harry Street and a drainage ditch are single-family residences, also zoned SF-5. West of the site is a church, zoned GO General Office ("GO") and subject to Protective Overlay 94. PO-94 prohibits the following uses: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general and hotel or motel; limits residential development to a maximum density of 17.4 dwelling units per acre and limits building height to 45 feet.

CASE HISTORY: None

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residential; large-lot single-family, drainage and single-family residential subdivision
SOUTH:	SF-5	Single-family Residential; single-family subdivision
EAST:	SF-5	Single-family Residential; single-family residence
WEST:	GO	General Office, subj. to PO-94; church

PUBLIC SERVICES: Harry Street is classified as four-lane arterial, and has 60 feet of half-street right-of-way, which is the current standard. All other municipal services are available or can be extended.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" map depicts this site as appropriate for "urban residential" uses. Commercial Location Guideline Number 1 contained in *The Wichita-Sedgwick County Comprehensive Plan* states that commercial sites should be encouraged to locate near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. Guideline Number 3

states that commercial sites should have site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses. Guideline Number 4 states that commercial uses should be located in compact clusters or nodes versus extending strip developments. As can be seen by the zoning and land use pattern surrounding the site, approval of LC zoning at this location at this time would place a spot of LC zoning in the midst of SF-5 zoned single-family uses and a GO zoned church property.

RECOMMENDATION: Based upon information available prior to the public hearing, planning staff recommends that the request for LC Limited Commercial zoning be DENIED. However, staff recommends that GO General Office zoning be APPROVED, subject to platting within one year and the following Protective Overlay development standards:

1. The following uses shall not be permitted: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general; and hotel or motel.
2. Residential development shall be limited to a maximum density of 17.4 dwelling units per acre.
3. Buildings shall be limited to a maximum height of 45 feet.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property is located at a mid-mile location with frontage on an arterial street. SF-5 zoning and single-family residential uses are located on three sides of the property with a GO General Office lot developed with a church located to the west.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned SF-5, Single-family Residential which permits a limited number of uses; however the site could continue to be used for residential purposes. The current home appears to need some level of repair, and its location fronting a four-lane arterial makes it less likely to remain attractive for residential use.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The staff recommendation for GO General Office zoning subject to a Protective Overlay is the same zoning and use restrictions that were placed on the church property to the west. Approval of LC Limited Commercial zoning would introduce retail and office uses not found now in this immediate area. There are lots with LC zoning located further east and west of the application area; however they are extensions of LC zoning initially located at the intersection of section line roads.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial presumable could cause the applicant a relative economic loss; however the recommendation for GO General Office zoning subject to a Protective Overlay minimizes the potential loss. Approval would introduce retail or office uses that are not present today in the immediate vicinity of the application area, which could diminish surrounding owners' use and enjoyment of their property.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The adopted plan depicts this area as appropriate for residential uses, not commercial or office uses. With the approval of the GO zoning on the property to the west, GO zoning is open for consideration. As indicated above, commercial uses should be located in compact clusters or nodes versus extending strip developments. Limited Commercial zoning at this location is not consistent with this adopted location guideline.
6. Impact of the proposed development on community facilities: LC uses would increase the average daily traffic volume generated by this site; however community

HILLMAN asked whether the change was to LC or NR.

DALE MILLER, Planning staff presented the staff report request to NR.

MOTION: To approve subject to staff recommendation, as amended.

HILLMAN moved, **ANDERSON** seconded the motion, and it carried (13-0).

EXCERPT OF THE APRIL 10, 2008 MAPC HEARING

Case No.: ZON2008-15 – Estate of Lela Virginia Tanner (Dale Tanner)/Mark Savoy
Request City zone change from "SF-5" Single-family Residential to "LC" Limited
Commercial on property described as:

The West 250 feet of the South 290 feet of the Southeast Quarter, Section 28, Township
27, Range 2 East of the 6th P.M., Sedgwick County, Kansas. Generally located 10402
east Harry (north of Harry, between Todd and Shiloh).

BACKGROUND: The applicant is seeking LC Limited Commercial ("LC") zoning for 1.32
acres located on the north side of east Harry Street, approximately 2,600 feet west of Greenwich.
The site is zoned SF-5 Single-family Residential ("SF-5"), and developed with what appears to
be a vacant residence. The site has 250 feet of frontage along Harry Street, with two driveways.

Property to the east is zoned SF-5 and developed as a single-family residence on a large lot that
wraps around to the north of the applicant's site. Further east of the site is a utility substation,
also zoned SF-5. Further north of the next door neighbor's property is Reserve C of the Crystal
Creek Addition, zoned SF-5, which is a single-family residential neighborhood. South of Harry
Street and a drainage ditch are single-family residences, also zoned SF-5. West of the site is a
church, zoned GO General Office ("GO") and subject to Protective Overlay 94. PO-94 prohibits
the following uses: group residence, limited; group residence, general; correctional placement
residence, limited; correctional placement residence, general and hotel or motel; limits
residential development to a maximum density of 17.4 dwelling units per acre and limits
building height to 45 feet.

CASE HISTORY: None

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residential; large-lot single-family, drainage and
	single-	family residential subdivision
SOUTH:	SF-5	Single-family Residential; single-family subdivision
EAST:	SF-5	Single-family Residential; single-family residence
WEST:	GO	General Office, subj. to PO-94; church

PUBLIC SERVICES: Harry Street is classified as four-lane arterial, and has 60 feet of half-
street right-of-way, which is the current standard. All other municipal services are available or
can be extended.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide"
map depicts this site as appropriate for "urban residential" uses. Commercial Location Guideline
Number 1 contained in *The Wichita-Sedgwick County Comprehensive Plan* states that
commercial sites should be encouraged to locate near arterial streets or major thoroughfares that
provide needed ingress and egress in order to avoid traffic congestion. Guideline Number 3

states that commercial sites should have site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses. Guideline Number 4 states that commercial uses should be located in compact clusters or nodes versus extending strip developments. As can be seen by the zoning and land use pattern surrounding the site, approval of LC zoning at this location at this time would place a spot of LC zoning in the midst of SF-5 zoned single-family uses and a GO zoned church property.

RECOMMENDATION: Based upon information available prior to the public hearing, planning staff recommends that the request for LC Limited Commercial zoning be DENIED. However, staff recommends that GO General Office zoning be APPROVED, subject to platting within one year and the following Protective Overlay development standards:

1. The following uses shall not be permitted: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general; and hotel or motel.
2. Residential development shall be limited to a maximum density of 17.4 dwelling units per acre.
3. Buildings shall be limited to a maximum height of 45 feet.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property is located at a mid-mile location with frontage on an arterial street. SF-5 zoning and single-family residential uses are located on three sides of the property with a GO General Office lot developed with a church located to the west.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned SF-5, Single-family Residential which permits a limited number of uses; however the site could continue to be used for residential purposes. The current home appears to need some level of repair, and its location fronting a four-lane arterial makes it less likely to remain attractive for residential use.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The staff recommendation for GO General Office zoning subject to a Protective Overlay is the same zoning and use restrictions that were placed on the church property to the west. Approval of LC Limited Commercial zoning would introduce retail and office uses not found now in this immediate area. There are lots with LC zoning located further east and west of the application area; however they are extensions of LC zoning initially located at the intersection of section line roads.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial presumable could cause the applicant a relative economic loss; however the recommendation for GO General Office zoning subject to a Protective Overlay minimizes the potential loss. Approval would introduce retail or office uses that are not present today in the immediate vicinity of the application area, which could diminish surrounding owners' use and enjoyment of their property.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The adopted plan depicts this area as appropriate for residential uses, not commercial or office uses. With the approval of the GO zoning on the property to the west, GO zoning is open for consideration. As indicated above, commercial uses should be located in compact clusters or nodes versus extending strip developments. Limited Commercial zoning at this location is not consistent with this adopted location guideline.
6. Impact of the proposed development on community facilities: LC uses would increase the average daily traffic volume generated by this site; however community facilities are in place to accommodate anticipated uses.

DALE MILLER, Planning staff presented the staff report.

MARK SAVOY, AGENT FOR THE APPLICANT, said the property owner had consulted a commercial real estate agent on disposal of the property and that was the driving force behind their request so they could market the property as neighborhood friendly. He said they believe the area is convenient for neighborhood personal care type services. He said they would like zoning to allow personal services uses and not worry about retail. He said they would like to keep the same restrictions as neighborhood retail zoning because it was not appropriate to redevelop this as residential. He said they had changed their request from “LC” Limited Commercial to “NR” Neighborhood Retail.

Responding to a question from **MITCHELL**, **MILLER** commented that the staff report was based on the applicant’s initial request for “LC Zoning. He said “NR” was more neighborhood friendly and that staff was willing to work with the applicant on that or the MAPC could defer the application to a later date. Responding to further questions, **MILLER** added that staff feels “NR” is appropriate for the area and that they could eliminate some uses such as general retail by use of a protective overlay.

MOTION: To approve Neighborhood Retail to exclude general retail.

HILLMAN moved, **HENTZEN** seconded the motion.

HENTZEN asked specifically what is being excluded.

GISICK said he preferred to go ahead and defer the application until staff and the applicant can develop an appropriate list of the exclusions.

There was considerable discussion and review of the definition of General Retail in the Unified Zoning Code.

Responding to a question from **GISICK** as to whether a beauty parlor or barber shop could sell hair care and other products under that zoning, **MILLER** commented that sales of products could be included under personal care uses.

TAPE 1, SIDE 2

SUBSTITUTE MOTION: To defer the application until the applicant and staff can confer and come back to the MAPC with a clear definition of what is and is not allowed in the protective overlay by the next Planning Commission meeting (April 24, 2008).

MILLER STEVENS moved, **MCKAY** seconded the motion, and it carried (12-0).

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-15

Zone change from "SF-5" Single-Family Residential to "NR" Neighborhood Retail subject to platting within one year and Protective Overlay #211 on property described as:

Generally located north of East Harry Street between Todd and Shiloh (10402 East Harry Street).

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #211:

1. The following uses shall not be permitted: group residence, limited; correctional placement residence, limited; group home, general; restaurant and retail, general.
2. Residential development shall be limited to a maximum density of 17.4 dwelling units per acre.
3. Buildings shall be limited to a maximum height of 45 feet.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-15 - City Zone change from SF-5 Single-family Residential to LC Limited Commercial; amended to NR Neighborhood Retail. Generally located on the north side of Harry Street between Todd and Shiloh Streets. (District II)

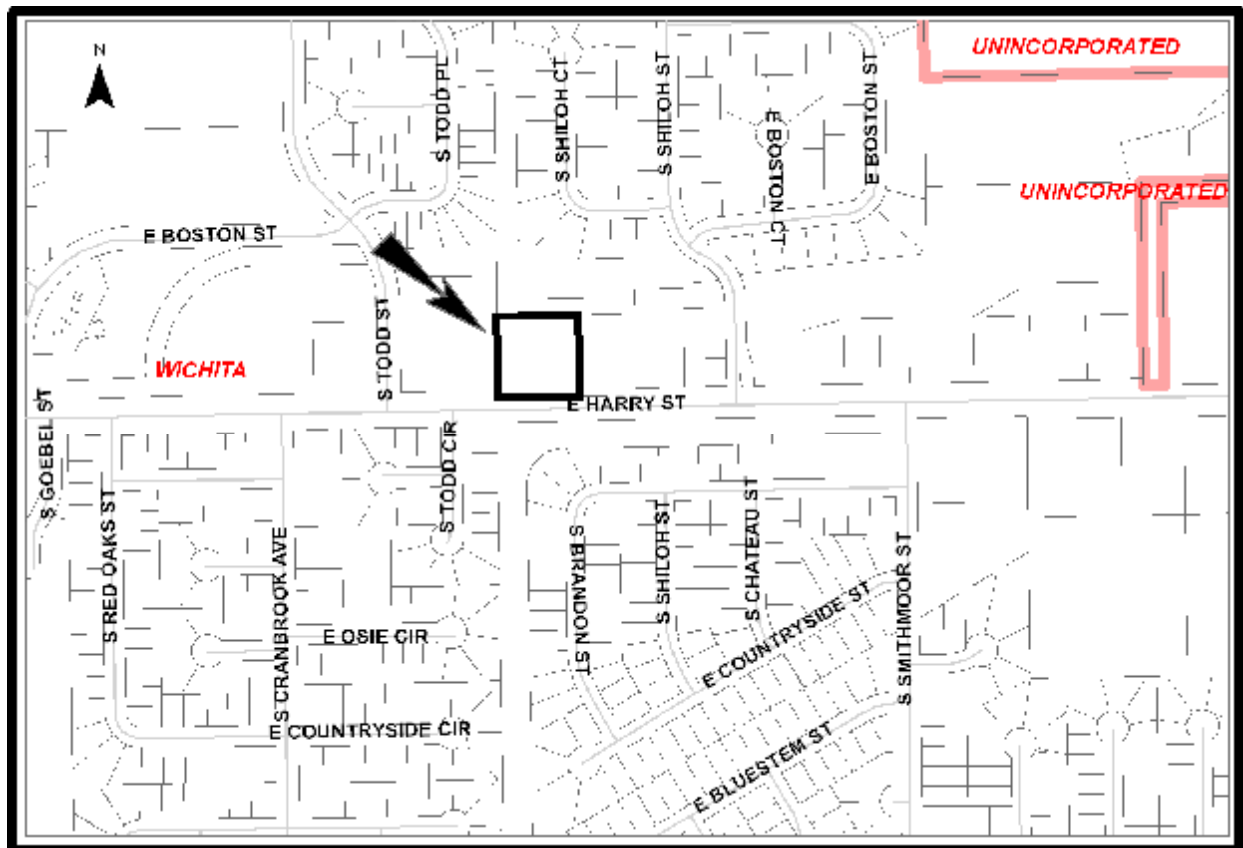
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve NR Neighborhood Retail, subject to Protective Overlay #211 (unanimous).

DAB II Recommendation: Approve NR Neighborhood Retail, subject to Protective Overlay #211 (unanimous).

MAPD Staff Recommendation: Approve NR Neighborhood Retail, subject to Protective Overlay #211.



Background: Initially, the applicant was seeking LC Limited Commercial (“LC”) zoning for 1.32 acres located on the north side of east Harry Street approximately 2,600 feet west of Greenwich. The site is zoned SF-5 Single-family Residential (“SF-5”) and developed with what appears to be a vacant residence. The site has 250 feet of frontage along Harry Street with two driveways. At the Metropolitan Area Planning Commission (MAPC) meeting on April 10, 2008, the applicant amended his request to NR Neighborhood Retail (“NR”), subject to following Protective Overlay (“PO”):

1. The following uses shall not be permitted: Group Residence, Limited; Correctional Placement Residence, Limited; Group Home, General; Restaurant and Retail General;
2. Residential development shall be limited to a maximum density of 17.4 dwelling units per acre; and
3. Buildings shall be limited to a maximum height of 45 feet.

The proposed PO brings the request more in compliance with expected development patterns by eliminating general retail and restaurant uses, which would be problematic at this location, but would permit “personal improvement” and “personal care” uses that are typically smaller in scale and less intense activities than general retail uses.

Property to the east is zoned SF-5 and developed as a single-family residence on a large lot that wraps around to the north of the applicant’s site. Further east of the site is a utility substation, also zoned SF-5. Further north of the next door neighbor’s property is Reserve C of the Crystal Creek Addition, zoned SF-5, which is a single-family residential neighborhood. South of Harry Street and a drainage ditch are single-family residences, also zoned SF-5. West of the site is a church, zoned GO General Office (“GO”), and subject to Protective Overlay 94. PO-94 prohibits the following uses: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general and hotel or motel; limits residential development to a maximum density of 17.4 dwelling units per acre and limits building height to 45 feet.

Analysis: The Metropolitan Area Planning Commission initially heard the request for LC zoning on April 10, 2008. At that meeting, the applicant requested a deferral in order to revise his application from LC to NR, subject to a Protective Overlay. The MAPC approved the request for a deferral to April 24, 2008. At the MAPC meeting of April 24, the request for NR, subject to the Protective Overlay discussed above was approved 12-0. DAB II reviewed this request on April 7, 2008. The DAB approved the request (7-0) subject to staff recommendation. No protest petitions have been filed.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC, approve the zone change subject to Protective Overlay #211, place the ordinance approving the zone change on first reading and publish the ordinance in the official City newspaper following adoption; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members

FROM: Terri Dozal, District VI Neighborhood Assistant

SUBJECT: **ZON2008-00017** Zone change from “SF-5” Single-family Residential to “LC” Limited Commercial with a Protective Overlay. Generally located north of Central and west of Elder (5318 West Central).

DATE: April 21, 2008

On Wednesday April 16, 2008 the District VI Advisory Board (DAB) considered a Zone change from “SF-5” Single-family Residential to “LC” Limited Commercial with a Protective Overlay. The members were provided the MAPD staff report for review prior to the meeting. Jess McNeely, Planner presented the case background and reviewed the staff recommendation with members and the public.

***** **Action:** The District VI Advisory Board made a motion to recommend to the City Council **Approval (6-0)** of the request based on staff recommendations and to guarantee future paving and to change the wordage on PO addition #1 from restricted uses to prohibited uses.

There were no area residents to speak on this case and the applicant was not present. One person in the audience asked about the maximum height required in the screening.

Board Members questions/concerns included: 1) How many residents lived on Elder; 2) does this area have city water and 3) would like to see the area paved to city standards.

Please review this information when **ZON2008-00017** is considered.
MTD

EXCERPT OF THE APRIL 24, 2008 MAPC HEARING

Case No.: ZON2008-17 – Stephen Shaw (owner), KE Miller Engineering (agent)
Request City zone change from "SF-5" Single-family Residential to "LC" Limited
Commercial on property described as;

The South 288.7 feet of the West 5 acres of the East half of the Southwest Quarter of the Southwest Quarter, EXCEPT the East 30 feet and South 50 feet for Street, Section 14, Township 27, Range 1 West of the 6th P.M., Sedgwick County, Kansas. Generally located On the northwest corner of Central Avenue and Elder.

BACKGROUND: The application area is zoned SF-5 Single-family Residential ("SF-5") and was developed with a residence which was recently demolished. The .75 acre site is unplatted. The applicant wishes to develop the site with a commercial building and requests LC Limited Commercial ("LC") zoning. The site has one access point on Central, and no access points from Elder.

The applicant proposes a Protective Overlay (PO), see the attached document. The proposed PO would restrict uses deemed incompatible with the surrounding residences; it would be redundant to existing codes regarding screening, and landscaping. It would also limit parking lot lights to 25 feet in height, and prohibit signs on the north sides of buildings.

This portion of Central is predominantly commercially zoned and developed. Property west of the site is zoned LC and is developed with a furniture store. North of the site is SF-5 zoning and single-family residences. East of the site, across Elder, are SF-5 zoned single-family residences. South of the site, across Central, is a police and fire station with LC and TF-3 Two-family Residential ("TF-3") zoning.

CASE HISTORY: The site is unplatted, the former house on the site was built in 1948. This site requested a zone change to LC in 2001. The LC zoning was denied; the City Council instead approved NR Neighborhood Retail ("NR") subject to platting within one year. The applicant (not the same person as the current applicant) failed to file a plat, and the case was voided for failure to plat.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residential
SOUTH:	LC and TF-3	Police and fire station
EAST:	SF-5	Single-family residential
WEST:	LC	General retail

PUBLIC SERVICES: Elder is an unpaved local street with a 60-foot right of way (ROW). Central is a five-lane paved arterial at this location with a central turn lane, and a 100-foot ROW. Traffic counts on this portion of Central are 19,976 vehicles per day. The 2030 Transportation Plan identifies Central as remaining a 5-lane arterial. The site is approximately 1000 feet from I-

235 to the west. The site's drive on Central is 73 feet from Elder Street, and 240 feet from the next drive to the west on Central. Municipal water and sewer are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Local Commercial." The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets.

The Unified Zoning Code (UZC) would require screening between single-family residential development and any future development on this site, and would require setbacks from all property lines. Future improvements on the site would require a landscape plan.

The Access Management Policy would require 200 feet between "right-in right-out" drives, and 400 feet between full movement drives.

RECOMMENDATION: Central frontage makes this site undesirable for future single-family residential development. However, this request raises some concerns with regard to safe access and compatibility with residences across Elder. Most property owners on Elder (one has contacted staff) will not support a paving petition. The drive spacing on Central is not conducive to safe traffic flow. Therefore, staff recommends that high traffic generating uses such as convenience stores and drive through restaurants be prohibited on this site. Prohibiting lit signage from facing the residences to the east should mitigate some potential problems with neighbors. The site requires platting; that process will deal with access control and road improvements. Staff recommends that the applicant either dedicate complete access control to Elder, or guarantee paving consistent with City policy, with one access point from Elder.

Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to platting within one year, and subject to the applicant proposed PO with the following additions:

1. Add to Item 2, restricted uses: convenience store, car wash, drive-through restaurants.
2. Add to Item 4, parking lot screening on the east property line shall be evergreen plant material or shall be a solid parking lot screening fence of masonry or wood.
3. Add to Item 5, no building signs facing east shall be illuminated.
4. Add item 12: The zone change to LC Limited Commercial shall be subject to platting within one year. The plat shall dedicate access control to Central, except for one opening adjacent to the west property line. The plat shall either guarantee full paving of Elder along the west

frontage with one access point on Elder, or shall dedicate complete access control with no openings on Elder.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: This portion of Central is predominantly commercial zoning and development. Property west of the site is zoned LC and is developed with a furniture store. North of the site is SF-5 zoning and single-family residences. East of the site, across Elder, are SF-5 zoned single-family residences. South of the site, across Central, is a police and fire station with LC and TF-3 zoning.
2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed under the current zoning with single-family residences. However, this may not be a desirable single-family residential location due to proximity to Central.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow commercial development, restricted by a PO, which would bring additional traffic, trash, light, and noise to this portion of Elder. The proposed PO and staff recommended additions should mitigate potentially negative effects.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Local Commercial.” The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets.
5. Impact of the proposed development on community facilities: The proposed zone change should have no discernable increased impact on Central. However, without proper improvements or controls, commercial traffic could have a negative impact on Elder.

JESS MCNEELY, Planning staff presented the staff report and DAB VI recommendation provided as a hand out.

DIRECTOR SCHLEGEL asked how condition #4 would be reworded to reflect the changes and the approved plat.

MCNEELY said eliminating the wording “adjacent to west property line” would make it consistent with the plat that was approved earlier.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **MCKAY** seconded the motion, and it carried (13-0).

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-17

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

The South 288.7 feet of the West 5 acres of the East half of the Southwest Quarter of the Southwest Quarter, EXCEPT the East 30 feet and South 50 feet for Street, Section 14, Township 27, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

Generally located north of Central and west of Elder (5318 West Central).

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #212:

1. The development parcel contains 0.75 net acres, more or less.
2. Prohibited uses: Group residence, correctional placement residence(limited and general), group home (general, and commercial), communication tower(commercial), kennel(boarding/breeding/training, and hobby), night club, riding academy or stable, tattooing and body piercing facility, tavern and drinking establishment, asphalt and concrete plant, gas and fuel storage, rock crushing, solid waste incinerator, convenience store, car wash, drive-through restaurants.
3. The transfer of title on all or any portion of the land included in the development does not constitute a termination of the overlay or any portion thereof; but said overlay shall run with the land for development and be binding upon the present land owners, their successors and assigns and their lessees unless amended. However, the Planning Director, with concurrence of the OCI Superintendent, may approve minor adjustments to the conditions of this overlay, consistent with the approved development plan, without filing a formal ordinance amendment.
4. Landscape and Parking Lot screening – Shall be in accordance with the City of Wichita Code. A landscape plan, prepared by a Landscape Architect licensed in the State of Kansas, indicating the location, type, and specification of plant material shall be submitted to the planning department for their review and approval prior to the issuance of any building permit(s). Parking lot screening on the east property line shall be evergreen plant material or shall be a solid parking lot screening fence of masonry or wood.
5. All signs shall be per city code, for property zoned LC. No portable or off-site signs allowed. No signs shall be allowed on the north side of the buildings, no building signs facing east shall be illuminated.
6. Parking – Shall be in accordance with the Wichita – Sedgwick County Unified Zoning Code.
7. Light standards shall be a maximum height of 25 feet and consistent in pole and fixture throughout the development.
8. All drainage ways and easements shall be determined at the time of platting.
9. Loading areas, trash receptacles, outdoor storage, and docks shall be screened from ground level view. Mechanical equipment on top of buildings shall be screened to the height of the unit. Outdoor storage shall be screened such that no stored material protrudes above the top of the screening.

10. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
11. Outdoor speakers and sound amplification systems shall not be permitted on the site.
12. The zone change to LC Limited Commercial shall be subject to platting within one year. The plat shall dedicate access control to Central, except for one opening. The plat shall either guarantee full paving of Elder along the west frontage with one access point on Elder, or shall dedicate complete access control with no openings on Elder.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this ____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-17 – Zone change from SF-5 Single-family Residential to LC Limited Commercial; generally located north of Central and west of Elder. (District VI)

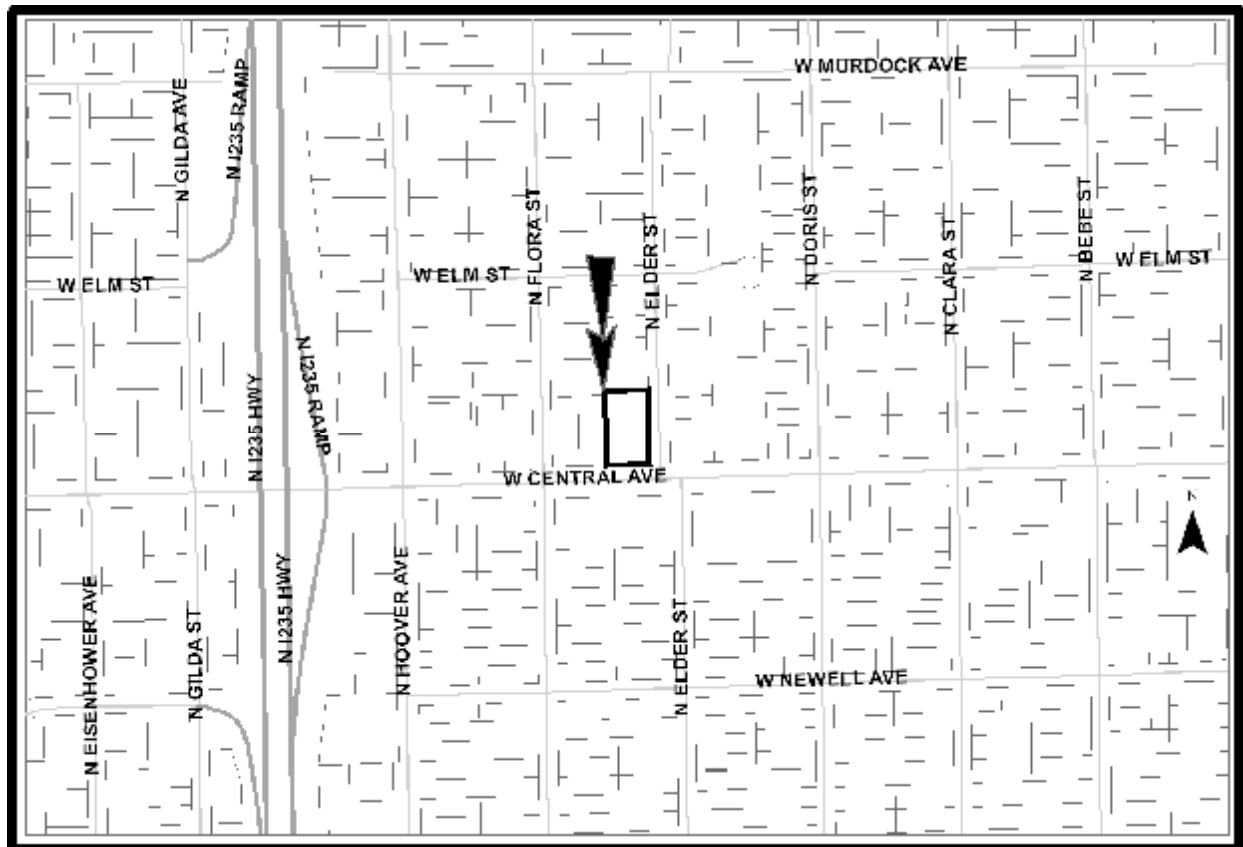
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, subject to platting within one year and a Protective Overlay (13-0).

MAPD Staff Recommendation: Approve, subject to platting within one year and a Protective Overlay.

DAB Recommendation: Approve, subject to staff recommendations.



Background: The application area is zoned SF-5 Single-family Residential (“SF-5”) and was developed with a residence which was recently demolished. The .75 acre site is unplatted, but currently in the platting process. The applicant wishes to develop the site with a commercial building and requests LC Limited Commercial (“LC”) zoning. The site has one access point on Central and no access points from Elder.

The applicant proposes a Protective Overlay (PO), see the attached ordinance. The proposed PO would restrict uses deemed incompatible with the surrounding residences; it would be redundant to existing codes regarding screening and landscaping. It would also limit parking lot lights to 25 feet in height and prohibit signs on the north sides of buildings.

Analysis: MAPC heard this request on April 24, 2008, and DAB VI heard this request on April 16, 2008. Both bodies approved unanimously; no one spoke against the request at the public hearings and no protest petitions were filed. The MAPC recommendation deviated from the staff recommendation regarding access location on Central; the MAPC recommendation was consistent with the plat approved earlier at the same hearing.

Since the MAPC hearing, the staff recommendation was amended to remove “group home, limited” from the prohibited uses in the PO, consistent with legal staff recommendation. The applicant agrees with this change to the PO, as is not a substantive change. Because this recommendation is different than that approved by MAPC, the council is required to have a 2/3 vote to approve.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to a PO and subject to platting within one year (requires a 2/3 majority vote of the City Council on the first hearing), withhold publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

CERTIFICATE

Sedgwick County) SS
State of Kansas)

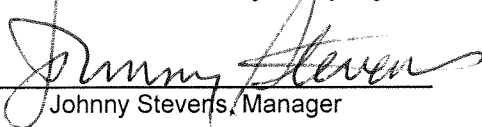
We, Foliage Residential, LLC, a Kansas Limited Liability Company; and The Foliage Association, Inc., owners and platters of Foliage Fourth Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Water Distribution System Petition (1)
2. Sanitary Sewer Petition (1)
3. Storm Water Sewer Petition (1)

As a result of the above mentioned petitions for improvements, Lots 1 through 7, Block 1 of the Foliage Fourth Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 14 day of May, 20 .

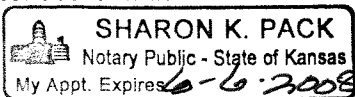
**FOLIAGE RESIDENTIAL, LLC,
A Kansas Limited Liability Company**

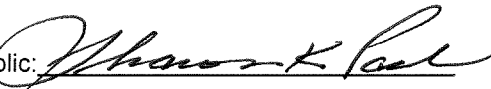
By: 
Johnny Stevens, Manager

By: 
Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of May, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager and Steve Clark, Manager, Foliage Residential, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

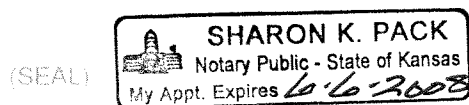
My Appointment Expires: 6-6-2008

THE FOLIAGE ASSOCIATION, INC.

By: [Signature]
Daniel A. Flynn, President

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of MAY, 2008, before me a Notary Public in and for said State and County, came Daniel A. Flynn, President, The Foliage Association, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: [Signature]

My Appointment Expires: 6-6-2008

RESTRICTIVE COVENANT

This covenant, executed this 14 day of May, 2008.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Foliage Fourth Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, providing off-street parking, providing for the maintenance of reserves being platted, and regarding restriction to lot owner use of "street drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Foliage Fourth Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. There shall be provided for each dwelling unit located on any of the following lots a total of not less than four off-street parking spaces for automobiles which may include garages and driveways, to wit: Lots 1 through 7, Block 1.
6. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
7. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
8. In the event that the Undersigned or the association, its' successors or assigns, shall fail to maintain the Reserves or fail in any manner to fulfill their obligation relating to said Reserves dedicated for Drainage, the City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent said Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed

against said Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 14 day of May, 2008.

**FOLIAGE RESIDENTIAL, LLC,
A Kansas Limited Liability Company**

By: Johnny Stevens
Johnny Stevens, Manager

By: Steve Clark
Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of MAY, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager, and Steve Clark, Manager, Foliage Residential, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: Sharon K. Pack

My Appointment Expires: 6-6-2008

THE FOLIAGE ASSOCIATION, INC.

By: Daniel A. Flynn
Daniel A. Flynn, President

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of MAY, 2008, before me a Notary Public in and for said State and County, came Daniel A. Flynn, President, The Foliage Association, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



(SEAL)

Notary Public: Sharon K. Pack

My Appointment Expires: 6-6-2008

RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING: Lots 1 through 7, Block 1, Foliage Fourth Addition.

THIS DECLARATION made this 14 day of May, 2008, Foliage Residential, LLC, a Kansas Limited Liability Company; and The Foliage Association, Inc., hereinafter called the Grantors.

WITNESSETH:

WHEREAS, Grantors are owners of Foliage Fourth Addition, an addition to Wichita, Sedgwick County, Kansas, which property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon the owners enjoyment of property and may, depending upon the degree of acoustical treatment of the structure, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any building constructed in said addition to be designed and constructed giving proper consideration to noise pollution in the area.

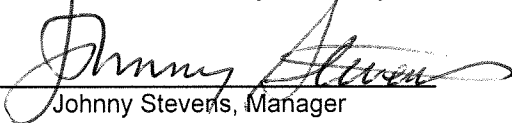
NOW THEREFORE, Grantors hereby declare that Foliage Fourth Addition shall be and the same is subjected to the following restrictive covenant, to wit:

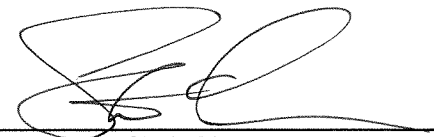
Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

**FOLIAGE RESIDENTIAL, LLC,
A Kansas Limited Liability Company**

By: 
Johnny Stevens, Manager

By: 
Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

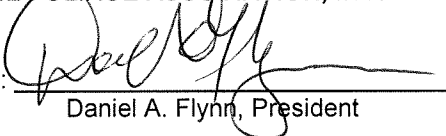
Be it remembered that on this 14 day of MAY, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager, and Steve Clark, Manager, Foliage Residential, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

My Appointment Expires: 6-6-2008


THE FOLIAGE ASSOCIATION, INC.

By: 
Daniel A. Flynn, President

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of MAY, 2008, before me a Notary Public in and for said State and County, came Daniel A. Flynn, President, The Foliage Association, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

My Appointment Expires: 6-6-2008

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Foliage Residential, LLC, a Kansas Limited Liability Company; and The Foliage Association, Inc., do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to wit:

All property platted as Foliage Fourth Addition, an addition to Wichita, Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

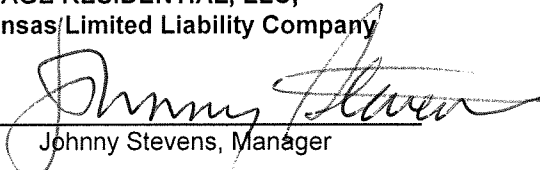
"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF:

The Grantors have signed these presents this 14, day of May, 2008.

**FOLIAGE RESIDENTIAL, LLC,
A Kansas Limited Liability Company**

By: 
Johnny Stevens, Manager


By: 
Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of May, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager and Steve Clark, Manager, Foliage Residential, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: 

My Appointment Expires: 6-6-2008

THE FOLIAGE ASSOCIATION, INC.

By: [Signature]
Daniel A. Flynn, President

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of May, 2008, before me a Notary Public in and for said State and County, came Daniel A. Flynn, President, The Foliage Association, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: [Signature]

My Appointment Expires: 6-6-2008

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 57, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH, WEST OF WEBB) 468-84519** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 57, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH, WEST OF WEBB) 468-84519** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 57, Main 24, War Industries Sewer (north of 13th, west of Webb) 468-84519**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixty-Six Thousand Dollars (\$66,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOLIAGE FOURTH ADDITION

Lots 1 through 7, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 7, Block 1 FOLIAGE CENTER ADDITION shall each pay 1/7 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 644 (NORTH OF 13TH, WEST OF WEBB) 468-84520** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 644 (NORTH OF 13TH, WEST OF WEBB) 468-84520** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 644 (north of 13th, west of Webb) 468-84520**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seventy-Three Thousand Dollars (\$73,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOLIAGE FOURTH ADDITION

Lots 1 through 7, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 7, Block 1 FOLIAGE FOURTH ADDITION shall each pay 1/7 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 644 (NORTH OF 13TH, WEST OF WEBB) 468-84520** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 644 (NORTH OF 13TH, WEST OF WEBB) 468-84520** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 644 (north of 13th, west of Webb) 468-84520**.

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FOLIAGE FOURTH ADDITION

Lots 1 through 7, Block 1

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SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-27 -- Plat of Foliage Fourth Addition located north of 13th Street and on the west side of Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of seven lots on 5.93 acres, is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for water, sewer and drainage improvements. A Restrictive Covenant has been submitted to [provide for the](#) ownership and maintenance of the proposed reserves and four off-street parking spaces per dwelling unit on each lot that abuts a 32-foot street. This plat proposes the platting of narrow street right-of-way with adjacent 15-foot street drainage and utility easements. The Restrictive Covenant outlines restrictions for lot-owner use of these easements. Since this site is located within the noise impact area of McConnell Air Force Base, a Restrictive Covenant and Avigational Easement has been submitted. A Letter of credit has been submitted to guarantee paving of a private street.

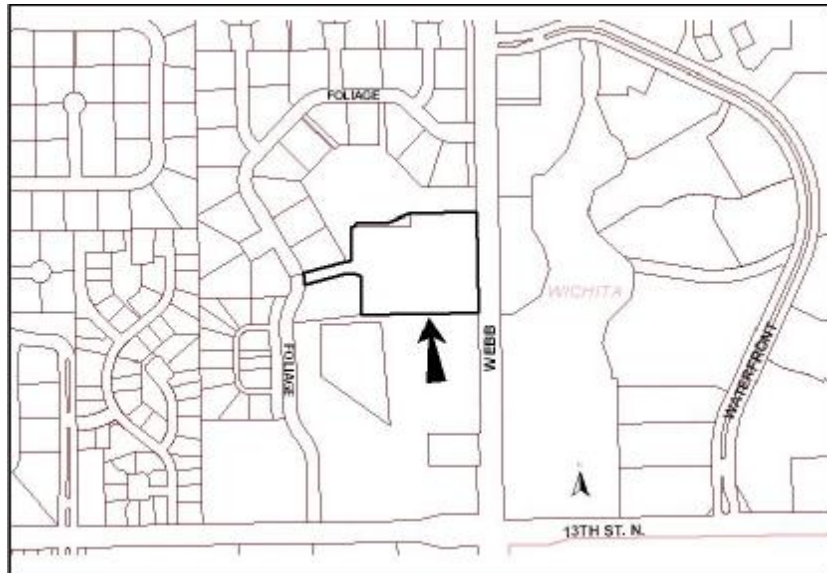
The Planning Commission has approved the plat, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions, Restrictive Covenants and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-08 -- Plat of Terradyne West 2nd Addition located on the north side of Central and west of 159th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)

Background: This site, consisting of 11 lots on 7.53 acres, is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Water services are available to serve the site. The sewer extension will be handled as a private project. Since this is a replat of a previous addition involved with the ownership and maintenance of reserves, a Restrictive Covenant has been submitted to provide for this addition to continue sharing in the ownership and maintenance responsibilities of the previously platted reserves. A Consent and Ratification document has also been submitted.

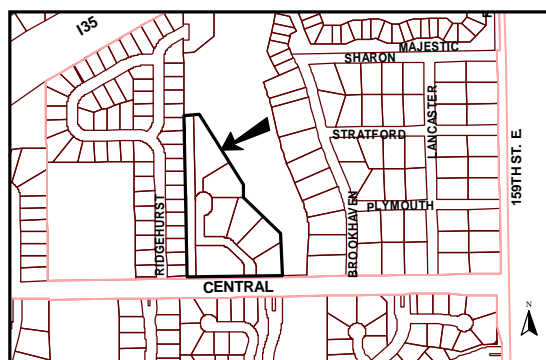
This plat has been reviewed and approved by the Wichita Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Restrictive Covenant and Consent and Ratification document will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat and authorize the necessary signatures.



RESTRICTIVE COVENANT

This covenant, executed this 26TH, day of MARCH, 2008.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Terradyne West 2nd Addition to Wichita, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the City of Wichita, regarding private streets, the establishment of a home owners' association, providing for ownership and maintenance of reserves being platted and for drainage within the said reserves.

NOW, THEREFORE, the undersigned does hereby subject Terradyne West 2nd Addition to Wichita, Kansas, to the following covenants and restrictions.

1. At such time as the said property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of Reserves "A" and "B".
2. The private street constructed within Reserve "B" shall be owned and maintained by the above described owners association.
3. All reserves are to be owned and maintained by the owners association.
4. Until said reserves are so conveyed, the ownership and maintenance shall be by the undersigned.
5. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements with in Reserves "A" and "B", the City of Wichita may serve a written Notice of Delinquency upon the undersigned, setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the addition, insure the proper functioning of the drainage improvements or prevent the reserves from becoming a nuisance, may enter upon said reserves and perform the obligations listed in the notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against said reserves and said assessments may be established as liens upon said reserves within Terradyne West 2nd Addition. Should the undersigned, it's successors or assigns, upon receipt of said notice of Delinquency believe the obligations described in said notice are not proper for any reason, it may, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and further proceedings with respect to such appeal.
6. The owners of the lots in Terradyne West 2nd Addition will be obligated to the conditions of the original Restrictive Covenant filed with Terradyne West Addition.
7. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant is binding on the owner, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.

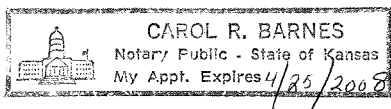
EXECUTED the day and year first above written.

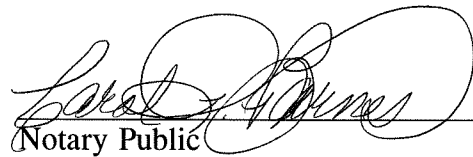
Terradyne Residential, LLC


Craig Smith, Managing Member

STATE OF KANSAS, COUNTY OF SEDGWICK : ss.

This instrument was acknowledged before me on this 26, day of March, 2008, by Craig Smith, Managing Member of Terradyne Residential, LLC.




Notary Public

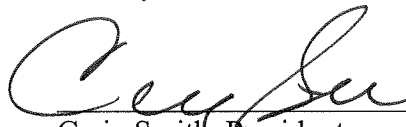
My Appointment Expires: April 25, 2008

CONSENT AND RATIFICATION

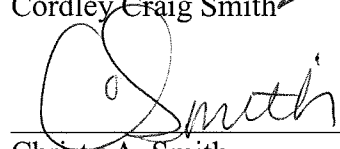
We, Terradyne West Homeowners Association, owners of Reserve C in Terradyne West Addition to Wichita, Sedgwick County, Kansas and Cordley Craig Smith and Christy A. Smith, husband and wife, owners of Lot 1, Block 3, in Terradyne West Addition to Wichita, Sedgwick County, Kansas, do hereby ratify and consent to the plat of Terradyne West 2nd Addition which includes the above described property.

Dated this 6th day of May, 2008.

Terradyne West Homeowners Association

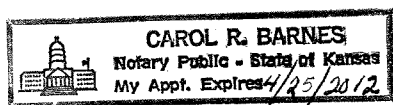

Craig Smith, President


Cordley Craig Smith


Christy A. Smith

STATE OF KANSAS, COUNTY OF SEDDGWICK: ss.

This instrument was acknowledged before me this, 6th day of May, 2008, by Craig Smith, President of Terradyne West Homeowners Association, Cordley Craig Smith and Christy A. Smith husband and wife.




Notary Public

My Appointment Expires: April 25, 2012

EXCERPT OF THE APRIL 24, 2008 MAPC HEARING

Case No.: ZON2008-17 – Stephen Shaw (owner), KE Miller Engineering (agent)
Request City zone change from "SF-5" Single-family Residential to "LC" Limited
Commercial on property described as;

The South 288.7 feet of the West 5 acres of the East half of the Southwest Quarter of the Southwest Quarter, EXCEPT the East 30 feet and South 50 feet for Street, Section 14, Township 27, Range 1 West of the 6th P.M., Sedgwick County, Kansas. Generally located On the northwest corner of Central Avenue and Elder.

BACKGROUND: The application area is zoned SF-5 Single-family Residential ("SF-5") and was developed with a residence which was recently demolished. The .75 acre site is unplatted. The applicant wishes to develop the site with a commercial building and requests LC Limited Commercial ("LC") zoning. The site has one access point on Central, and no access points from Elder.

The applicant proposes a Protective Overlay (PO), see the attached document. The proposed PO would restrict uses deemed incompatible with the surrounding residences; it would be redundant to existing codes regarding screening, and landscaping. It would also limit parking lot lights to 25 feet in height, and prohibit signs on the north sides of buildings.

This portion of Central is predominantly commercially zoned and developed. Property west of the site is zoned LC and is developed with a furniture store. North of the site is SF-5 zoning and single-family residences. East of the site, across Elder, are SF-5 zoned single-family residences. South of the site, across Central, is a police and fire station with LC and TF-3 Two-family Residential ("TF-3") zoning.

CASE HISTORY: The site is unplatted, the former house on the site was built in 1948. This site requested a zone change to LC in 2001. The LC zoning was denied; the City Council instead approved NR Neighborhood Retail ("NR") subject to platting within one year. The applicant (not the same person as the current applicant) failed to file a plat, and the case was voided for failure to plat.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residential
SOUTH:	LC and TF-3	Police and fire station
EAST:	SF-5	Single-family residential
WEST:	LC	General retail

PUBLIC SERVICES: Elder is an unpaved local street with a 60-foot right of way (ROW). Central is a five-lane paved arterial at this location with a central turn lane, and a 100-foot ROW. Traffic counts on this portion of Central are 19,976 vehicles per day. The 2030 Transportation Plan identifies Central as remaining a 5-lane arterial. The site is approximately 1000 feet from I-

235 to the west. The site's drive on Central is 73 feet from Elder Street, and 240 feet from the next drive to the west on Central. Municipal water and sewer are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Local Commercial." The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets.

The Unified Zoning Code (UZC) would require screening between single-family residential development and any future development on this site, and would require setbacks from all property lines. Future improvements on the site would require a landscape plan.

The Access Management Policy would require 200 feet between "right-in right-out" drives, and 400 feet between full movement drives.

RECOMMENDATION: Central frontage makes this site undesirable for future single-family residential development. However, this request raises some concerns with regard to safe access and compatibility with residences across Elder. Most property owners on Elder (one has contacted staff) will not support a paving petition. The drive spacing on Central is not conducive to safe traffic flow. Therefore, staff recommends that high traffic generating uses such as convenience stores and drive through restaurants be prohibited on this site. Prohibiting lit signage from facing the residences to the east should mitigate some potential problems with neighbors. The site requires platting; that process will deal with access control and road improvements. Staff recommends that the applicant either dedicate complete access control to Elder, or guarantee paving consistent with City policy, with one access point from Elder.

Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to platting within one year, and subject to the applicant proposed PO with the following additions:

1. Add to Item 2, restricted uses: convenience store, car wash, drive-through restaurants.
2. Add to Item 4, parking lot screening on the east property line shall be evergreen plant material or shall be a solid parking lot screening fence of masonry or wood.
3. Add to Item 5, no building signs facing east shall be illuminated.
4. Add item 12: The zone change to LC Limited Commercial shall be subject to platting within one year. The plat shall dedicate access control to Central, except for one opening adjacent to the west property line. The plat shall either guarantee full paving of Elder along the west

frontage with one access point on Elder, or shall dedicate complete access control with no openings on Elder.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: This portion of Central is predominantly commercial zoning and development. Property west of the site is zoned LC and is developed with a furniture store. North of the site is SF-5 zoning and single-family residences. East of the site, across Elder, are SF-5 zoned single-family residences. South of the site, across Central, is a police and fire station with LC and TF-3 zoning.
2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed under the current zoning with single-family residences. However, this may not be a desirable single-family residential location due to proximity to Central.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow commercial development, restricted by a PO, which would bring additional traffic, trash, light, and noise to this portion of Elder. The proposed PO and staff recommended additions should mitigate potentially negative effects.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Local Commercial.” The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets.
5. Impact of the proposed development on community facilities: The proposed zone change should have no discernable increased impact on Central. However, without proper improvements or controls, commercial traffic could have a negative impact on Elder.

JESS MCNEELY, Planning staff presented the staff report and DAB VI recommendation provided as a hand out.

DIRECTOR SCHLEGEL asked how condition #4 would be reworded to reflect the changes and the approved plat.

MCNEELY said eliminating the wording “adjacent to west property line” would make it consistent with the plat that was approved earlier.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **MCKAY** seconded the motion, and it carried (13-0).

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, Eugene Vitarelli, president of Palladio Developers, Inc., owner of Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Sanitary Sewer Improvements
3. Water Distribution System (Interior)
4. Water Distribution System (Exterior)
5. Storm Water Drain
6. Left Turn Lane (Pawnee)

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Sierra Hills Second Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 30th day of April, 2008.

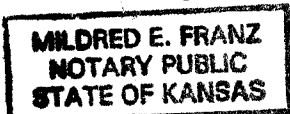
PALLADIO DEVELOPERS, INC.

Eugene Vitarelli
Eugene Vitarelli, president

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 30th day of April, 2008, by Eugene Vitarelli, president, PALLADIO DEVELOPERS, INC., owner of Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp



Mildred E. Franz 185, Notary Public

RESTRICTIVE COVENANT

This covenant, executed this 30th day of April, 2008

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

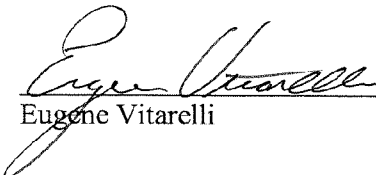
1. Maintenance of Reserves A, B, C, D and E, Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas, shall be the responsibility of Palladio Developers, Inc., until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserves.
2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserves B, C and D situated in Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserves situated in Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said

Reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

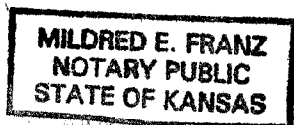
EXECUTED the day and year first above written.

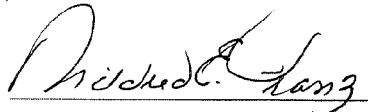
PALLADIO DEVELOPERS, INC.

 President
Eugene Vitarelli

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument acknowledged before me, this 30th day of April, 2008, by Eugene Vitarelli, president of PALLADIO DEVELOPERS, INC., owner, Sierra Hills Second Addition, Wichita, Sedgwick County, Kansas.



 Notary Public

My Appointment Expires: 02-13-2011

**RESTRICTIVE COVENANT
(OFF STREET PARKING)**

THIS DECLARATION made this 30th day of April, 2008, by Eugene Vitarelli, president of PALLADIO DEVELOPERS, INC., owner, Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

SIERRA HILLS 2nd ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, the Declarant in connection therewith desires that restrictions involving off-street parking be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following described residential Lots shall provide four (4) off-street parking spaces per dwelling unity on each Lot.


Lots 24 through 31, Block 5, Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land.

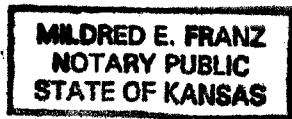
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

PALLADIO DEVELOPERS, INC.

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)


Eugene Vitarelli, president

The foregoing instrument acknowledged before me this 30th day of April, 2008, by Eugene Vitarelli, president, PALLADIO DEVELOPERS, INC., owner of Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas.



Richard E. Franz
Notary Public

My Appointment expires: 02-13-2011

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON MT. VERNON/IRONSTONE FROM THE WEST LINE OF SIERRA HILLS SECOND ADDITION TO THE NORTH LINE OF PAWNEE; MT. VERNON FROM THE EAST LINE OF IRONSTONE TO THE EAST LINE OF SIERRA HILLS SECOND ADDITION; IRONSTONE COURT FROM THE WEST LINE OF IRONSTONE TO THE WEST LINE OF LOT 23, BLOCK 5; WILLOWGREEN FROM THE EAST LINE OF IRONSTONE TO THE EAST LINE OF LOT 23, BLOCK 3 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84730 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON MT. VERNON/IRONSTONE FROM THE WEST LINE OF SIERRA HILLS SECOND ADDITION TO THE NORTH LINE OF PAWNEE; MT. VERNON FROM THE EAST LINE OF IRONSTONE TO THE EAST LINE OF SIERRA HILLS SECOND ADDITION; IRONSTONE COURT FROM THE WEST LINE OF IRONSTONE TO THE WEST LINE OF LOT 23, BLOCK 5; WILLOWGREEN FROM THE EAST LINE OF IRONSTONE TO THE EAST LINE OF LOT 23, BLOCK 3 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84730 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Mt. Vernon/Ironstone from the west line of Sierra Hills Second Addition to the north line of Pawnee; Mt. Vernon from the east line of Ironstone to the east line of Sierra Hills Second Addition; Ironstone Court from the west line of Ironstone to the west line of Lot 23, Block 5; Willowgreen from the east line of Ironstone to the east line of Lot 23, Block 3 (north of Pawnee, west of 143rd St. East) 472-84730.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Four Hundred Ninety-Four Thousand Dollars (\$494,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 1 through 5, Block 1
Lots 23 through 44, Block 3
Lots 1 through 4, Block 4
Lots 1 through 23, Block 5
Lots 32 through 37, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 5, Block 1, Lots 23 through 44, Block 3, Lots 1 through 4, Block 4, Lots 1 through 23, Block 5 and Lots 32 through 37, Block 5 **SIERRA HILLS SECOND ADDITION** shall each pay 1/60 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON IRONSTONE COURT FROM THE WEST LINE OF LOT 23, BLOCK 5 THROUGH AND INCLUDING THE CUL-DE-SAC; WILLOWGREEN/WILLOWGREEN CIR. FROM THE EAST LINE OF LOT 23, BLOCK 3 THROUGH AND INCLUDING THE CUL-DE-SAC; WILLOWGREEN COURT (LOTS 7 THROUGH 20, BLOCK 3) FROM THE NORTH LINE OF WILLOWGREEN TO AND INCLUDING THE CUL-DE-SAC; SPRING HOLLOW FROM THE NORTH LINE OF WILLOWGREEN TO THE NORTH LINE OF SIERRA HILLS SECOND ADDITION (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84731 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON IRONSTONE COURT FROM THE WEST LINE OF LOT 23, BLOCK 5 THROUGH AND INCLUDING THE CUL-DE-SAC; WILLOWGREEN/WILLOWGREEN CIR. FROM THE EAST LINE OF LOT 23, BLOCK 3 THROUGH AND INCLUDING THE CUL-DE-SAC; WILLOWGREEN COURT (LOTS 7 THROUGH 20, BLOCK 3) FROM THE NORTH LINE OF WILLOWGREEN TO AND INCLUDING THE CUL-DE-SAC; SPRING HOLLOW FROM THE NORTH LINE OF WILLOWGREEN TO THE NORTH LINE OF SIERRA HILLS SECOND ADDITION (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84731 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Ironstone Court from the west line of Lot 23, Block 5 through and including the cul-de-sac; Willowgreen/Willowgreen Cir. from the east line of Lot 23, Block 3 through and including the cul-de-sac; Willowgreen Court (Lots 7 through 20, Block 3) from the north line of Willowgreen to and including the cul-de-sac; Spring Hollow from the north line of Willowgreen to the north line of Sierra Hills Second Addition (north of Pawnee, west of 143rd St. East) 472-84731.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Four Hundred Fifty-One Thousand Dollars (\$451,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 6 through 19, Block 1

Lots 1 through 7, Block 2

Lots 1 through 22, Block 3

Lots 24 through 31, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 6 through 19, Block 1, Lots 1 through 7, Block 2, Lots 1 through 22, Block 3 and Lots 24 through 31, Block 5 SIERRA HILLS SECOND ADDITION shall each pay 1/51 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING AN **EASTBOUND LEFT TURN LANE ON PAWNEE, SERVING THE ENTRANCE AT SIERRA HILLS SECOND ADDITION (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84732** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING AN **EASTBOUND LEFT TURN LANE ON PAWNEE, SERVING THE ENTRANCE AT SIERRA HILLS SECOND ADDITION (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84732** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing an **eastbound left turn lane on Pawnee, serving the entrance at Sierra Hills Second Addition (north of Pawnee, west of 143rd St. East) 472-84732**.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Twenty Thousand Dollars (\$20,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 1 through 19, Block 1

Lots 1 through 7, Block 2

Lots 1 through 44, Block 3

Lots 1 through 4, Block 4

Lots 1 through 37, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 19, Block 1, Lots 1 through 7, Block 2, Lots 1 through 44, Block 3, Lots 1 through 4, Block 4 and Lots 1 through 37, Block 5 SIERRA HILLS SECOND ADDITION shall each pay 1/111 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution,

which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 2, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84516** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 2, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84516** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 2, Main 21, Four Mile Creek Sewer (north of Pawnee, west of 143rd St. East) 468-84516.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Two Hundred Sixty-Seven Thousand Dollars (\$267,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 1 through 10, Block 1
Lots 15 through 16, Block 3
Lots 22 through 44, Block 3
Lots 1 through 4 Block 4
Lots 1 through 23, Block 5
Lots 32 through 37, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 10, Block 1, Lots 15 through 16, Block 3, Lots 22 through 44, Block 3, Lots 1 through 4, Block 4, Lots 1 through 23, Block 5 and Lots 32 through 37, Block 5 SIERRA HILLS SECOND ADDITION shall each pay 1/68 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the

property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 3, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84517** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 3, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84517** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 3, Main 21, Four Mile Creek Sewer (north of Pawnee, west of 143rd St. East) 468-84517.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **One Hundred Fifty-Two Thousand Dollars (\$152,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 11 through 19, Block 1

Lots 1 through 7, Block 2

Lots 1 through 14, Block 3

Lots 17 through 21, Block 3

Lots 24 through 31, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 11 through 19, Block 1, Lots 1 through 7, Block 2, Lots 1 through 14, Block 3, Lots 17 through 21, Block 3, Lots 24 through 31, Block 5, SIERRA HILLS SECOND ADDITION shall each pay 1/43 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 349 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84518** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 349 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84518** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 349 (north of Pawnee, west of 143rd St. East) 468-84518**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Five Hundred Thirty-Four Thousand Dollars (\$534,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 1 through 19, Block 1

Lots 1 through 7, Block 2

Lots 1 through 44, Block 3

Lots 1 through 4, Block 4

Lots 1 through 37, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 19, Block 1, Lots 1 through 7, Block 2, Lots 1 through 44, Block 3, Lots 1 through 4, Block 4 and Lots 1 through 37, Block 5 SIERRA HILLS SECOND ADDITION shall each pay 1/111 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be

effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90388 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90388 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90388 (north of Pawnee, west of 143rd St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Eighty-One Thousand Dollars (\$281,000)** exclusive of the cost of interest on borrowed money, with **50** percent of the total cost payable by the improvement district and **50** percent payable by the City of Wichita Water Department of Water and Sewer. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 1 through 19, Block 1
Lots 1 through 7, Block 2
Lots 1 through 44, Block 3
Lots 1 through 4, Block 4
Lots 1 through 37, Block 5

UNPLATTED TRACT "A"

The Northeast Quarter of Section 2, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the east half of the east half of the east half of said quarter

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 19, Block 1, Lots 1 through 7, Block 2, Lots 1 through 44, Block 3, Lots 1 through 4, Block 4 and Lots 1 through 37, Block 5 SIERRA HILLS SECOND ADDITION shall each pay 1/111 of 25% total cost of the improvement district; UNPLATTED TRACT "A" shall pay 25% of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans,

specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____day of_____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90389 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90389 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90389 (north of Pawnee, west of 143rd St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Six Thousand Dollars (\$96,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 1 through 5, Block 1
Lots 23 through 44, Block 3
Lots 1 through 4, Block 4
Lots 1 through 23, Block 5
Lots 32 through 37, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 5, Block 1, Lots 23 through 44, Block 3, Lots 1 through 4, Block 4, Lots 1 through 23, Block 5 and Lots 32 through 37, Block 5 SIERRA HILLS SECOND ADDITION shall each pay 1/60 of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent

(50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90390 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90390 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90390 (north of Pawnee, west of 143rd St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Seven Thousand Dollars (\$97,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 6 through 19, Block 1

Lots 1 through 7, Block 2

Lots 1 through 22, Block 3

Lots 24 through 31, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 6 through 19, Block 1, Lots 1 through 7, Block 2, Lots 1 through 22, Block 3 and Lots 24 through 31, Block 5 SIERRA HILLS SECOND ADDITION shall each pay 1/51 of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____day
of_____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2007-41 -- Plat of Sierra Hills 2nd Addition, located west of 143rd Street East and on the north side of Pawnee. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of 111 lots on 53.03 acres, has recently been annexed into Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, sewer, water, drainage and left-turn lane improvements. A Restrictive Covenant has been submitted to provide for ownership and maintenance of the reserves. A Restrictive Covenant has also been submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

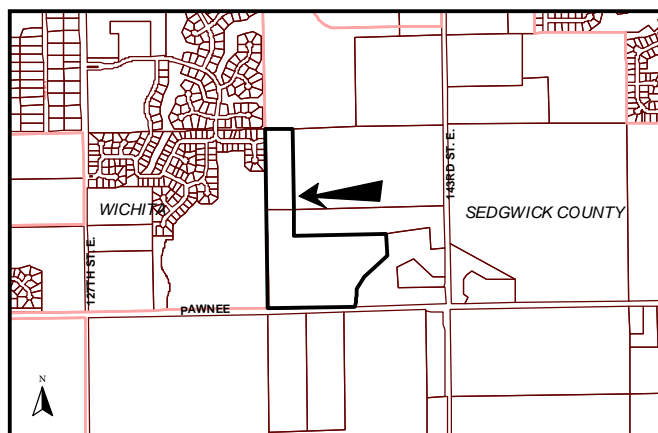
The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: DED 2008-03 -- Partial Dedication of Abutter's Access Rights located east of Broadway and north of Kellogg. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with Lot Split Case No. SUB 2008-32 (N.A. English's 4th Addition). The Dedication is for access control along Washington Avenue, except for one opening.

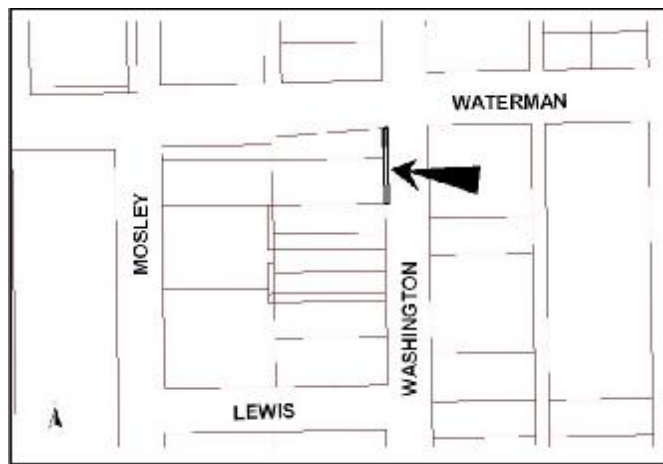
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.



PARTIAL DEDICATION OF ABUTTER'S ACCESS RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned John M. Wheeler and Cheryl L. Wheeler, husband and wife, being the owner(s) of the following described real estate in Sedgwick County, Kansas, to wit:

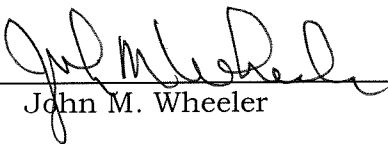
Parcel "A"

The East half of Lot 1, Block 5, N.A. English's 4th Addition to the City of Wichita, Kansas except that portion described as beginning at the Northeast corner of Lot 1, Block 5, N.A. English's 4th Addition to the City of Wichita, Kansas; thence South along the East line of said Lot, a distance of 65.73 feet to the Southeast Corner of said Lot; thence West along the South line of said Lot, a distance of 25 feet; thence North, parallel with the east line of said Lot, to a point located 51.67 feet South and 25 feet West of the Northeast Corner of said Lot; thence Northwesterly a distance of 34.14 feet to a point located 28.33 feet South and 49.94 feet West of the Northeast Corner of said Lot; thence West to a point located 35 feet South and 150 feet West of the Northeast Corner of said Lot 1; thence North, parallel with the East line of said Lot, a distance of 35 feet; thence East to the point of beginning, TOGETHER WITH the East Half of Lot 2, Block 5, N.A. English's 4th Addition to the City of Wichita, Kansas except the East 25 feet of said Lot 2; TOGETHER WITH the North 40 feet of the East half of Lot 3, Block 5, N.A. English's 4th Addition to the City of Wichita, Kansas except the East 25 feet of said North 40 feet of the East half of Lot.

do hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress and egress to said parcel from or to Washington Avenue over and across the east line of the above-described Parcel "A"; to have and to hold the same forever; provided, however, that said Parcel "A" shall have access to Washington Avenue over the south 40 feet of said Parcel "A" for one point of ingress and egress. It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from Washington Avenue, except at the one point of ingress and egress, as permitted and described above.

*Sub 2008-82
DFO 2008-03*

Executed this 9th day of May, 2008.

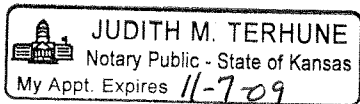
By: 
John M. Wheeler

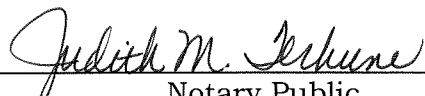
By: 
Cheryl L. Wheeler

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 9th day of May, 2008,
before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came
John M. Wheeler and Cheryl L. Wheeler, husband and wife, who is(are) personally known to
me to be the same person(s) who executed the within instrument of writing and such
person(s) duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year above written.




Notary Public

(My Appointment Expires: 11-7-09)

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED 6-3-08	Applicant Identifier	
<i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier	
<i>Pre-application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY AGENCY	Federal Identifier AIP 3-20-0088-54	
5. APPLICANT INFORMATION				
Legal Name: Wichita Airport Authority		Organizational Unit: Wichita Airport Authority		
Organizational DUNS: 124970641		Department:		
Address: Street: 2173 Air Cargo Road		Division:		
City: Wichita		Name and telephone of person to be contacted on matters involving this application (give area code)		
County: Sedgwick		Prefix: Mr.		First Name: Victor
State: KS Zip Code: 67209		Middle Name:		
Country: United States		Last Name: White		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 4 8 - 6 0 0 0 6 5 3		Suffix:		
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)		7. TYPE OF APPLICANT (See back of form for Application Types) Other (Specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 2 0 - 1 0 6		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration		
TITLE (Name of Program): Airport Improvement Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Mid-Continent Terminal Area Redevelopment Program (TARP) Consultant Services		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Wichita, Sedgwick County, Kansas		14. CONGRESSIONAL DISTRICTS OF:		
13. PROPOSED PROJECT Start Date: 2008 Ending Date: 2009		a. Applicant 4th		b. Project 4th
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 7,614,387. ⁰⁰	a. YES. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE : _____ b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
b. Applicant	\$ 400,757. ⁰⁰			
c. State	\$. ⁰⁰			
d. Local	\$. ⁰⁰			
e. Other	\$. ⁰⁰			
f. Program Income	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
g. TOTAL	\$ 8,015,144. ⁰⁰	<input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix Mr		First Name: Victor		Middle Name: D.
Last Name: White		Suffix:		
b. Title: Director of Airports		c. Telephone: 316-946-4715		
d. Signature of Authorized Representative:		e. Date Signed:		

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Standard Form 424 (Rev 9-2003)
Prescribed by OMB Circular A-102

PART II

PROJECT APPROVAL INFORMATION
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ NoName of Governing Body:
Priority:Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ NoCheck one: State ☐
Local ☐
Regional ☐

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ NoNumber of:
Individuals:
Families:
Businesses:
Farms:Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

In as far as this is within our power, the Wichita Airport Authority of Wichita, Kansas, will affirmatively work to obtain appropriate zoning by the Wichita Sedgwick County Metropolitan Area Planning commission which has zoning authority to take action to restrict the use of land in the immediate vicinity of Mid-Continent Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities, which produce smoke, dust, gaseous fumes, and electrical interference or glare impairing the visibility of pilots.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

YES

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

YES

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

YES

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

NA

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NA

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority of Wichita, Kansas, has the Fee Simple Title to all land comprising Mid-Continent Airport, free and clear of all encumbrances and/or restrictions, subject however, to the leases and/or use agreements

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NA

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

NA

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No.....

2. Functional or Other Breakout.....

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees HNTB (See Sect. C)	12,660,000.00	(869,788.00)	11,790,212.00
5. Other Architectural engineering fees DMJM (See Sect. C)	4,552,857.00	(312,781.00)	4,240,076.00
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	17,212,857.00	(1,182,569.00)	16,030,288.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	17,212,857.00		16,030,288.00
17. Less: Ineligible Exclusions and 50% Preliminary eligibility	9,917,713.00	(1,182,569.00)	8,015,144.00
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	8,015,144.00		8,015,144.00
20. Federal Share requested of Line 19 (95%)	7,614,387.00		7,614,387.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)	7,614,387.00		7,614,387.00
23. Grantee share	400,757.00		400,757.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$ 8,015,144.00	\$	\$ 8,015,144.00

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Apron Designer Fees (in a future grant, see Line 4)	\$ 869,788.00	\$
b. Apron Program Manager Fees (in a future grant, See Line 5)	312,781.00	
c. Terminal preliminary eligibility set at 50%	8,015,144.00	
d.		
e.		
f.		
g. Totals	\$ 9,197,713.00	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 400,757.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	400,757.00
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 400,757.00

SECTION E - REMARKS

Grantee share will be a combination of PFCs and Airport revenues, percentage to be determined.

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Terminal Area Redevelopment Program (TARP) Consultant Services

AIRPORT : Mid-Continent Airport

1. Objective:

The Terminal Area Plan recommended a new terminal to serve the region. The new facility, with apron, is proposed adjacent to the existing terminal.

2. Benefits Anticipated:

The new terminal replaces an inefficient 50-year-old-structure and will benefit future regional air travelers with more efficient services when opened in 2012.

3. Approach : *(See approved Scope of Work in Final Application)*

Consultant services will be provided throughout the entire project. The apron services are deducted here to be included in a separate grant for apron work.

4. Geographic Location:

Wichita, Kansas (see attached map).

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Victor White, A.A.E.
2173 Air Cargo Road
Wichita, KS 67209
316-946-4700

CERTIFICATE OF TITLE
FAA Central Region

To: Manager, Safety and Standards Branch

Subject: Mid-Continent Airport

AIP Project No. 3-20-0088-54

This certification is made to satisfy (check **both** if applicable):

Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property

☐ **Grant conditions relative to satisfactory title evidence for land being acquired under this project**

The Wichita Airport Authority (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

Parcel Number (Per Exhibit A)	Quality of Interest (Fee, Easement*, etc.,)
6	Fee Simple

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed.

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated May 30, 2001 by the sponsor's attorney, Gary E. Rebenstorf.

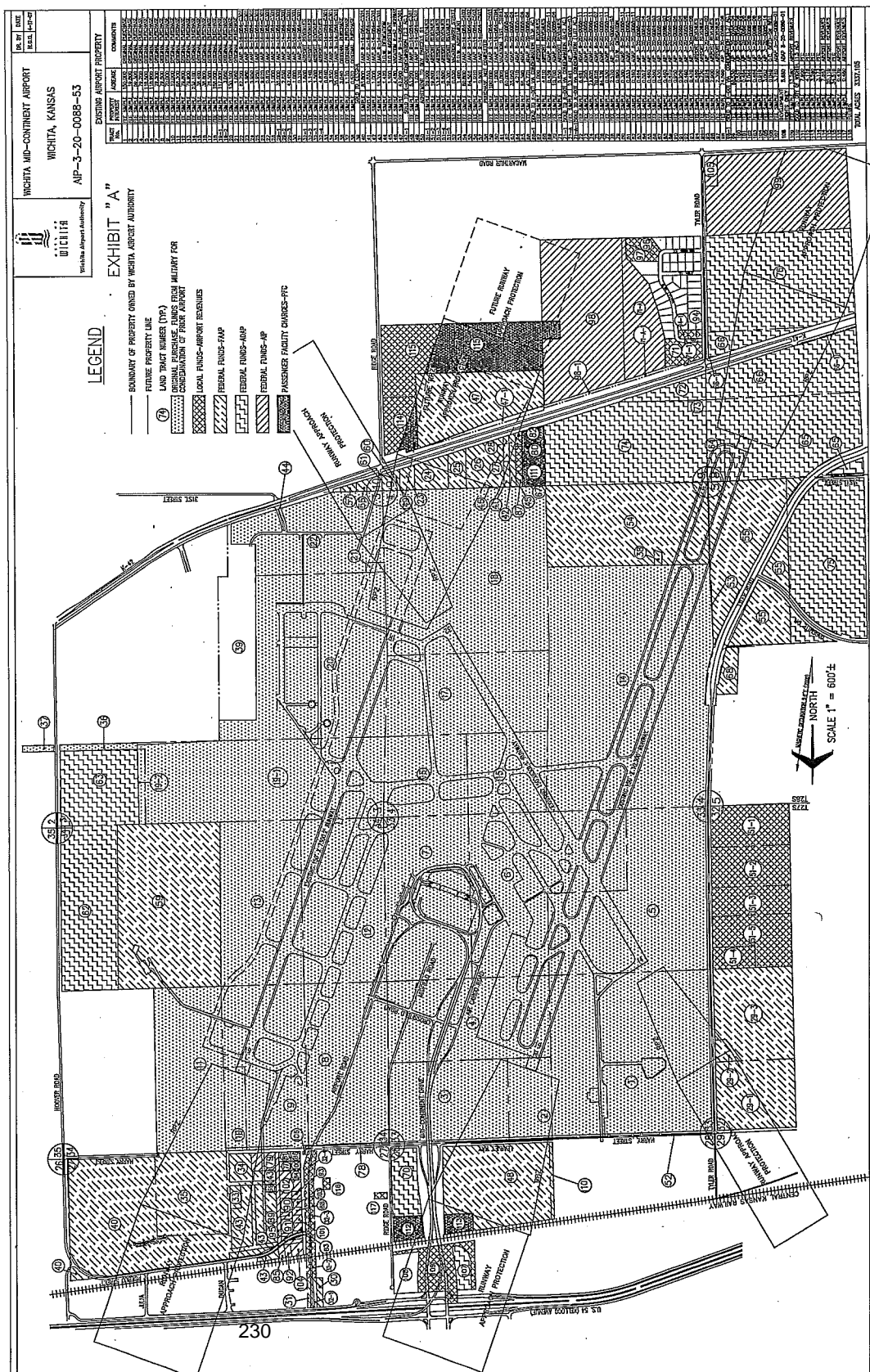
Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated April 17, 2007 AIP project number 3-20-0088-54. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

Wichita Airport Authority
Name of Sponsor

Director of Airports
Signature and Title of Sponsor Official Authorized to Sign Grant Agreement

Date



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE

Wichita Airport Authority

(Sponsor)

Mid-Continent

(Airport)

3-20-0088-54

(Project Number)

Description of Work:

The Terminal Area Plan recommended a new terminal to serve the region. The new facility, with a reconstructed apron, is proposed adjacent to the existing terminal.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

- | | Yes | No | N/A |
|---|-------------------------------------|--------------------------|--------------------------|
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted: | | | |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency. | | | |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	2173 Air Cargo Road		
City:	Wichita		
State:	KS		
Zip code:	67209		

Wichita Airport Authority

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Victor White, A.A.E.

Type Name of Sponsor's Designated Official Representative

Director of Airports

Typed Title of Sponsor's Designated Official Representative

Date of Signature

STANDARD DOT TITLE VI ASSURANCES

Wichita Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Wichita Airport Authority
(Sponsor)

By _____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED 6-3-08	Applicant Identifier	
<i>Application</i> <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier	
<i>Pre-application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY AGENCY	Federal Identifier AIP 3-20-0088-55	
5. APPLICANT INFORMATION				
Legal Name: Wichita Airport Authority		Organizational Unit: Wichita Airport Authority		
Organizational DUNS: 124970641		Department:		
Address:		Division:		
Street: 2173 Air Cargo Road		Name and telephone of person to be contacted on matters involving this application (give area code)		
City: Wichita		Prefix: Mr.		First Name: Victor
County: Sedgwick		Middle Name:		
State: KS Zip Code: 67209		Last Name: White		
Country: United States		Suffix:		
6. EMPLOYER IDENTIFICATION NUMBER (EIN):		Email: vwhite@wichita.gov		
<div style="border: 1px solid black; padding: 2px;"> 4 8 - 6 0 0 0 6 5 3 </div>		Phone Number (give area code) (316) 946 - 4700		Fax Number (give area code) (316) 946 - 4793
8. TYPE OF APPLICATION		7. TYPE OF APPLICANT (See back of form for Application Types)		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> Other (specify)		Other (Specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO.		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration		
<div style="border: 1px solid black; padding: 2px;"> 2 0 - 1 0 6 </div>		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Mid-Continent Terminal Apron Phase I Reconstruction		
TITLE (Name of Program): Airport Improvement Program				
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Wichita, Sedgwick County, Kansas				
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:		
Start Date 2008	Ending Date 2009	a. Applicant 4th		b. Project 4th
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 5,468,072.⁰⁰	a. YES. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE : _____ b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
b. Applicant	\$ 287,793.⁰⁰			
c. State	\$.⁰⁰			
d. Local	\$.⁰⁰			
e. Other	\$.⁰⁰			
f. Program Income	\$.⁰⁰			
g. TOTAL	\$ 5,755,865.⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
		<input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix Mr		First Name: Victor		Middle Name: D.
Last Name: White		Suffix:		
b. Title: Director of Airports		c. Telephone: 316-946-4715		
d. Signature of Authorized Representative:		e. Date Signed:		

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Standard Form 424 (Rev 9-2003)
Prescribed by OMB Circular A-102

PART II

PROJECT APPROVAL INFORMATION
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ NoName of Governing Body:
Priority:Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ No

Check one:

State

Local

Regional

☐
☐
☐

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

In as far as this is within our power, the Wichita Airport Authority of Wichita, Kansas, will affirmatively work to obtain appropriate zoning by the Wichita Sedgwick County Metropolitan Area Planning commission which has zoning authority to take action to restrict the use of land in the immediate vicinity of Mid-Continent Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities, which produce smoke, dust, gaseous fumes, and electrical interference or glare impairing the visibility of pilots.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

YES

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

YES

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

YES

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

NA

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NA

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority of Wichita, Kansas, has the Fee Simple Title to all land comprising Mid-Continent Airport, free and clear of all encumbrances and/or restrictions, subject however, to the leases and/or use agreements

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NA

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

NA

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No.....

2. Functional or Other Breakout.....

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total , Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees (FUTURE GRANT)			
5. Other Architectural engineering fees (FUTURE GRANT)			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	5,823,625.45	(67,760.20)	5,755,865.25
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	5,823,625.45	(67,760.20)	5,755,865.25
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	5,823,625.45	(67,760.20)	5,755,865.25
17. Less: Ineligible Exclusions	(67,760.20)		
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	5,755,865.25		5,755,865.25
20. Federal Share requested of Line 19 (95%)	5,468,071.99		5,468,071.99
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)	5,468,072.00		5,468,072.00
23. Grantee share	287,793.00		287,793.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$ 5,755,865.00	\$	\$ 5,755,865.00

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Ineligible haul road from Station 28 to 53	\$ 67,760.20	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 67,760.20	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 287,793.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	287,793.00
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 287,793.00

SECTION E - REMARKS

Grantee share will be a combination of PFCs and Airport revenues, percentage to be determined.

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Terminal Area Redevelopment Program (TARP) Apron Reconstruction Phase I

AIRPORT : Mid-Continent Airport

1. Objective:

The Apron Phase I project will remove and replace apron pavement plus construct a new taxiway entrance to serve the new terminal. Incidental work includes relocating and adding taxiway edge lighting and signage.

2. Benefits Anticipated:

Apron reconstruction allows the movement of aircraft during construction of the new terminal building and provides a staging area for the terminal building construction without disruption of current terminal activity.

3. Approach : *(See approved Scope of Work in Final Application)*

Substantial completion of the entire project is scheduled for 120 calendar days with a tentative Notice To Proceed around August 11, 2008.

4. Geographic Location:

Wichita, Kansas (see attached map).

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Victor White, A.A.E.
2173 Air Cargo Road
Wichita, KS 67209
316-946-4700

CERTIFICATE OF TITLE
FAA Central Region

To: Manager, Safety and Standards Branch

Subject: Mid-Continent Airport

AIP Project No. 3-20-0088-55

This certification is made to satisfy (check **both** if applicable):

Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property

☐ **Grant conditions relative to satisfactory title evidence for land being acquired under this project**

The Wichita Airport Authority (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

Parcel Number (Per Exhibit A)	Quality of Interest (Fee, Easement*, etc.,)
6	Fee Simple

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed.

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated May 30, 2001 by the sponsor's attorney, Gary E. Rebenstorf.

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated April 17, 2007, AIP project number 3-20-0088-55. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

Wichita Airport Authority
Name of Sponsor

Signature and Title of Sponsor Official Authorized to Sign Grant Agreement

Date

WICHITA MID-CONTINENT AIRPORT

WICHITA, KANSAS

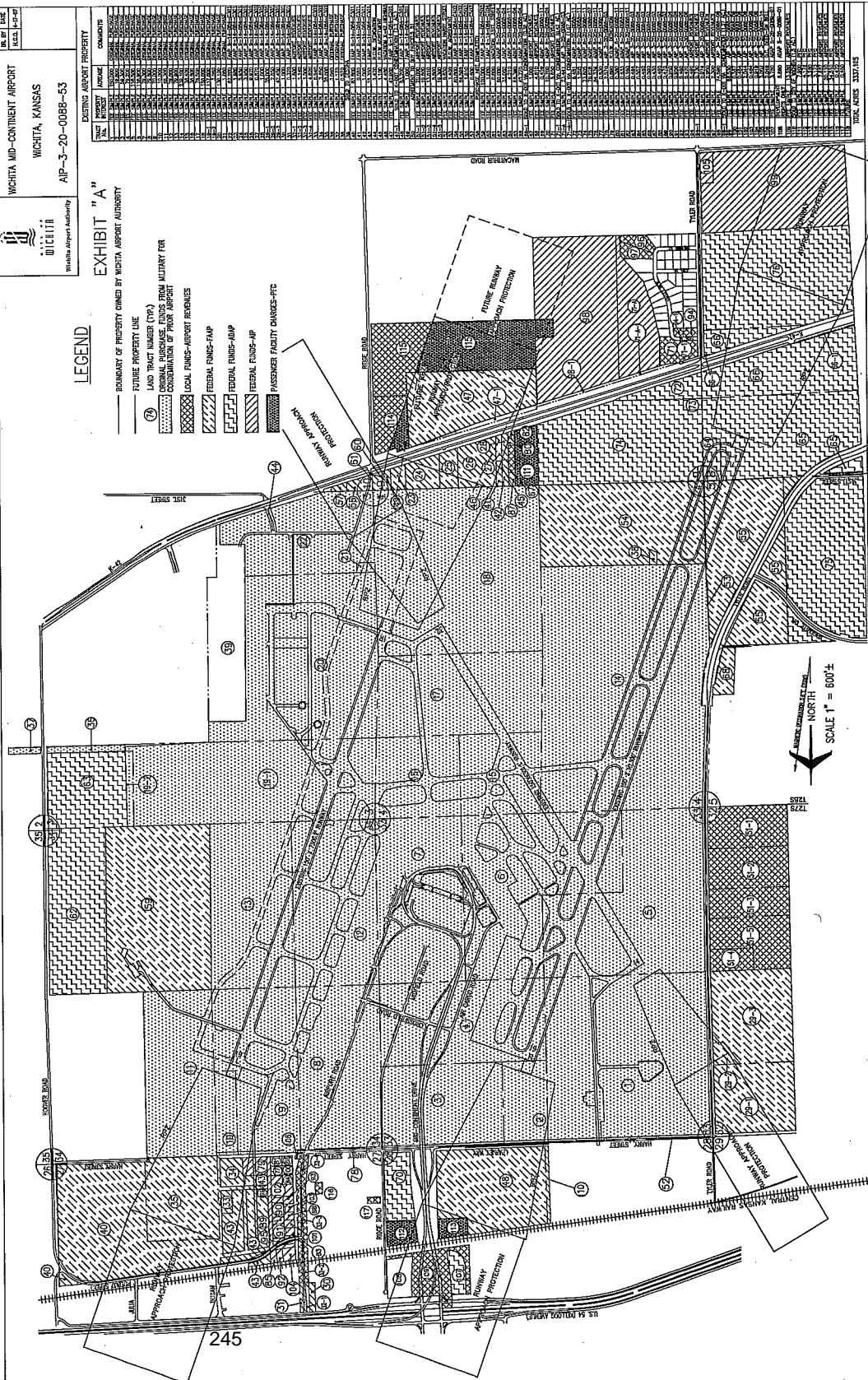
AP-3-20-0088-53

Wichita Airport Authority

Wichita, Kansas

LEGEND

- BOUNDARY OF PROPERTY OWNED BY WICHITA AIRPORT AUTHORITY
- FUTURE PROPERTY LINE
- LAND TRACT NUMBER (TYP.)
- EXISTING AIRPORT PROPERTY
- BOUNDARY OF AIRPORT
- LOCAL FENCE-AP
- FEDERAL FENCE-AP
- FEDERAL FENCE-AP
- FEDERAL FENCE-AP
- PASSENGER FACILITY CHARGES-PC



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

DRUG-FREE WORKPLACE

Wichita Airport Authority

(Sponsor)

Mid-Continent

(Airport)

3-20-0088-55

(Project Number)

Description of Work:

The Apron Phase I project will remove and replace apron pavement plus construct a new taxiway entrance to serve the new terminal. Incidental work includes relocating and adding taxiway edge lighting and signage.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

- | | Yes | No | N/A |
|---|-------------------------------------|--------------------------|--------------------------|
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted: | | | |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency. | | | |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	2173 Air Cargo Road		
City:	Wichita		
State:	KS		
Zip code:	67209		

Wichita Airport Authority

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Victor White, A.A.E.

Type Name of Sponsor's Designated Official Representative

Director of Airports

Typed Title of Sponsor's Designated Official Representative

Date of Signature

STANDARD DOT TITLE VI ASSURANCES

Wichita Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Wichita Airport Authority
(Sponsor)

By _____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Wichita Airport Authority

SUBJECT: Terminal Area Redevelopment Program
Terminal Apron Phase I
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve capital project budget adjustment and the two grant applications.

Background: On August 13, 2002, the Wichita Airport Authority approved a study of the terminal area at Mid-Continent Airport. That study, conducted by HNTB, was presented to the Wichita Airport Authority on October 12, 2004 and recommended the construction of a new passenger terminal building. The Wichita Airport Authority voted 7-0 to support the study recommendations, and to move forward with a program to develop plans for a new terminal. HNTB and DMJM Aviation were selected and retained for design and program manager services, respectively.

Analysis: The Terminal Area Redevelopment Program (TARP) is identified in the Airport Capital Improvement Program (CIP). The next step is to reconstruct the Apron, Phase I. This will allow the Airport to take advantage of FAA grant funding and provide a construction staging area for later phases of the project. For the Airport to make the most advantageous use of FAA funding, entitlement grant money must be applied to the consultant services before discretionary grant funding will be available for the apron reconstruction.

Financial Considerations: The Phase I Apron will be funded with a combination of entitlement and discretionary grants and Passenger Facility Charges (PFC) to be applied toward consultant fees and reconstruction. Due to an abbreviated federal funding cycle this year, and in order to be eligible for this discretionary funding, the grant application process must be completed no later than early June. To optimize grant funding between the available discretionary and entitlement funds, two grant applications have been developed by Airport staff. The application for discretionary funding is for the construction of the Apron Phase I at \$5,755,865.00; and the entitlement application is for consultant services in the amount of \$8,015,144.00. The Airport's matching portion of 5% will be funded with PFC and General Obligation bonds paid for with Airport Revenue, the exact proportion to be determined.

The current project budget of \$17,464,572.00 was established in 2006 to cover contracts, such as, program management, environmental assessments, control tower shadow studies, independent cost estimating services and the design services. The construction bid for the Apron, Phase I is \$5,823,625.45, and a construction related services contract with HNTB is anticipated shortly. Therefore, a \$7,000,000.00 budget increase is requested at this time which will create a total capital budget of \$24,464,572.00.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the Terminal Area Redevelopment Program and the continued acceptance of grant funding.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the capital project budget increase and authorize the Director of Airports to sign all the documents related to the grants.

Attachments: 12 distribution copies of each grant.

ESTOPPEL, NONDISTURBANCE AND CONSENT LETTER

June 3, 2008

Signature Flight Support Corporation
201 S. Orange Ave.
Suite 1100S
Orlando, FL 32801
Attention: Paul A. Hechenberger

Hawker Beechcraft Services, Inc.
10511 E. Central
Wichita, KS 67206
Attention: VP and General Counsel

Re: Lease, dated December 1, 1975, between the Wichita Airport Authority as landlord and Beech Aircraft Corporation as tenant, for premises located at Wichita Mid-Continent Airport, as amended (the "December 1975 Lease").
Lease, dated October 17, 1988, between the Wichita Airport Authority as landlord and Beech Aircraft Corporation as tenant, for premises located at Wichita Mid-Continent Airport, as amended (the "October 1988 Lease", and together with the December 1975 Lease, the "Leases").

Dear Ladies and Gentlemen:

The Wichita Airport Authority ("Lessor") is the lessor under the above-described Leases, pursuant to which Hawker Beechcraft Services, Inc., a Kansas company ("Lessee"), leases certain premises (the "Premises") located at the Wichita Mid-Continent Airport, a more detailed description of which appears in the Leases. Lessee is a party to that certain Asset Purchase Agreement by and among Signature Flight Support Corporation, a Delaware corporation ("Buyer"), Lessee (as Seller thereunder) and, (i) solely for the purposes of Sections 12.4 and 13.1 therein, Hawker Beechcraft Acquisition Company, LLC, a Delaware limited liability company and Hawker Beechcraft, Inc., a Delaware corporation and (ii) solely for purposes of Section 12.4, BBA Aviation plc, a company organized under the laws of England and Wales, dated as of February 21, 2008 (the "Purchase Agreement"), pursuant to which Buyer has agreed to purchase certain assets and assume certain liabilities relating to the Business (as defined in the Purchase Agreement) from Lessee. Pursuant to the Purchase Agreement, Lessee and Buyer will (i) effect

an assignment of the December 1975 Lease from Lessee to Buyer, pursuant to a deed of assignment substantially in the form attached hereto as Exhibit A (the “Assignment”), (ii) enter into a sublease substantially in the form attached hereto as Exhibit B-1 (the “Main Sublease”), pursuant to which Lessee will sublease back certain aircraft maintenance facilities from Buyer, and (iii) enter into a sublease agreement substantially in the form attached hereto as Exhibit B-2 (the “GSE Shop Sublease”), pursuant to which Buyer will sublease certain ground support equipment facilities at the Premises from Lessee, in each case, on or before the date of closing of the transactions contemplated by the Purchase Agreement. Lessee has provided Lessor with copies of the Assignment, the Main Sublease, and the GSE Shop Sublease. All of the foregoing is referred to as the “Transaction.”

A. Estoppel. Lessor hereby certifies and represents to Buyer and Lessee as follows:

1. Attached hereto as Exhibit C is a list, and a true, correct and complete copy, of each Lease, including all amendments, supplements and exhibits thereto and documents incorporated by reference therein, and the Leases taken together represent the entire agreement between Lessor and Lessee with respect to the subject matter thereof and have not been modified, altered or amended.
2. The term of the December 1975 Lease expires on April 30, 2019. The October 1988 Lease expires January 31, 2015, however Lessee may terminate any time without penalty prior to the expiration of the term by giving 180 days written notice to Lessor. The October 1988 Lease has a ten (10) year renewal option.
3. (i) Each Lease is in full force and effect and, to the knowledge of Lessor, there are no disputes regarding any provisions thereof;

(ii) Lessor is not in breach of or default under any provision of the Leases;

(iii) To the knowledge of Lessor, Lessee is not in breach of or default under any provision of the Leases;

(iv) To the knowledge of Lessor, no event has occurred that, with notice or the passage of time, or both, would constitute a breach of or default under, or permit termination or modification of, the Leases;

(v) No amounts are past due under the Leases;

(vi) Lessor has not repudiated any provision of the Leases;

(vii) No capital expenditures are required under or by the Leases that have not already been completed in accordance thereof except the following:
None; and

(viii) To the knowledge of Lessor, no subsidence has occurred at the Premises or the runways or aprons appurtenant thereto.

4. Lessor's current notice address is:

1980 Airport Road
Wichita, KS 67227

B. Recognition, Non-Disturbance and Attornment.

1. December 1975 Lease. If the December 1975 Lease is terminated or cancelled prior to the end of its term, then so long as Lessee is not in default under the Main Sublease beyond any period given Lessee by the terms thereof to cure such default, Lessee's rights under the Main Sublease shall not be affected, and Lessee's possession or occupancy of the Premises under the Main Sublease shall not be disturbed. In such event, Lessor shall recognize the Lessee's subleasehold estate under the Main Sublease for the remaining balance of the term plus any extensions thereof effected in accordance with the options therefor in the Main Sublease and the December 1975 Lease, the Main Sublease shall continue in full force and effect as if Lessor were the original landlord under the Main Sublease, and Lessee shall attorn to Lessor as Lessee's landlord under the Main Sublease, except Lessor shall not (i) be liable for any prepayment of more than one month's rent or any security deposit paid by Lessee (unless actually received by Lessor); (ii) be liable for any previous act or omission of the landlord under the Main Sublease; (iii) be subject to any defenses or offsets previously accrued which Lessee may have against the Landlord under the Main Sublease; or (iv) be bound by any changes or modifications made to the Main Sublease without the written consent of Lessor. Lessee hereby attorns to Lessor, as its landlord and, provided Lessee is not in default under the Main Sublease beyond any period given Lessee by the terms thereof to cure such default at the time of termination or cancellation of the December 1975 Lease, Lessor will accept such attornment, said attornment to be effective and self-operative without the execution of any further documents immediately upon the termination or cancellation of the term of the December 1975 Lease. Lessee agrees, however, upon the election of and written demand by Lessor after the termination or cancellation of the December 1975 Lease, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lessor, in which Lessee shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

2. October 1988 Lease. If the October 1988 Lease is terminated or cancelled prior to the end of its term, then so long as Buyer is not in default under the GSE Shop Sublease beyond any period given Buyer by the terms thereof to cure such default, Buyer's rights under the GSE Shop Sublease shall not be affected, and Buyer's possession or occupancy of the Premises under the GSE Shop Sublease

shall not be disturbed. In such event, Lessor shall recognize the Buyer's subleasehold estate under the GSE Shop Sublease for the remaining balance of the term plus any extensions thereof effected in accordance with the options therefor in the GSE Shop Sublease and the October 1998 Lease, the GSE Shop Sublease shall continue in full force and effect as if Lessor were the original landlord under the GSE Shop Sublease, and Buyer shall attorn to Lessor as Buyer's landlord under the GSE Shop Sublease, except Lessor shall not (i) be liable for any prepayment of more than one month's rent or any security deposit paid by Buyer (unless actually received by Lessor); (ii) be liable for any previous act or omission of the landlord under the GSE Shop Sublease; (iii) be subject to any defenses or offsets previously accrued which Buyer may have against the Landlord under the GSE Shop Sublease; or (iv) be bound by any changes or modifications made to the GSE Shop Sublease without the written consent of Lessor. Buyer hereby attorns to Lessor, as its landlord and, provided Buyer is not in default under the GSE Shop Sublease beyond any period given Buyer by the terms thereof to cure such default at the time of termination or cancellation of the October 1998 Lease, Lessor will accept such attornment, said attornment to be effective and self-operative without the execution of any further documents immediately upon the termination or cancellation of the term of the October 1998 Lease. Buyer agrees, however, upon the election of and written demand by Lessor after the termination or cancellation of the October 1998 Lease, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lessor, in which Buyer shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

C. Consent. Lessor hereby consents to the Transaction as set forth in this Estoppel, Non-Disturbance and Consent Letter and hereby agrees to release and discharge Lessee from any further obligation or liability under the December 1975 Lease and to look solely to Buyer as the responsible party under the December 1975 Lease for all liabilities or obligations arising after the date of the Assignment. Lessee shall not be released from any liability or obligation accruing prior to the date of the Assignment.

The undersigned is a duly appointed representative of Lessor, authorized to deliver this Estoppel, Non-Disturbance and Consent Letter on behalf of Lessor. In this Estoppel, Non-Disturbance and Consent Letter, where there is a representation based on Lessor's knowledge, that representation is made solely upon the actual knowledge or awareness of the undersigned following such consultation with current airport staff as the undersigned has deemed appropriate. This Estoppel, Non-Disturbance and Consent Letter is binding on Lessor and its successors and assigns, and may be relied on by, Buyer, Lessee and their subsidiaries, and their lenders.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President

By _____
Victor D. White, A. A. E.
Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

Exhibit A
Assignment

Exhibit B-1
Main Sublease

Exhibit B-2
GSE Shop Sublease

Exhibit C
Leases

ASSUMPTION AGREEMENT

Assignment and Assumption of Lease, dated as of the ____ of _____, 2008, between Hawker Beechcraft Services, Inc., a Kansas corporation, having an office at 10511 E. Central, Wichita, KS 67206 ("Assignor") and Signature Flight Support Corporation, a Delaware corporation, having an office at 201 S. Orange Avenue, Suite 1100S, Orlando, FL 32801 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the tenant under the lease described on Exhibit A annexed hereto (the "Lease"); and

WHEREAS, Assignor desires to assign all of its interest in the Lease to Assignee and Assignee desires to assume all Assignor's obligations under the Lease, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease, effective as of _____, 2008 (the "Effective Date").
2. Assignee, for the benefit of Assignor and the landlord under the Lease, hereby assumes, and agrees to be bound by and to perform, all of the covenants, agreements, terms, provisions and conditions on the part of the tenant under the Lease to be kept, performed and observed from and after the Effective Date.
3. This Assignment and Assumption of Lease shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Lease as of the day and year first above written.

Signature Flight Support Corporation, a
Delaware Corporation

By:_____

Name:

Title:

Hawker Beechcraft Services, Inc., a Kansas
Corporation

By:_____

Name:

Title:

EXHIBIT A

1. That certain lease between The Wichita Airport Authority as landlord (the “Prime Lessor” or the “Authority”), and Beech Aircraft Corporation as tenant (“Beech”), dated December 1, 1975;
2. That certain Supplement No. 1 to Agreement between Prime Lessor and Beech, dated October 1, 1976;
3. That certain Supplemental Agreement No. 2 to Agreement between Prime Lessor and Beech, dated November 7, 1977;
4. That certain Supplemental Agreement No. 3 to Agreement between Prime Lessor and Beech, dated April 1, 1980;
5. That certain Supplemental Agreement No. 4 to Agreement between Prime Lessor and Beech, dated, June 16, 1980;
6. That certain Supplemental Agreement No. 5 to Agreement between Prime Lessor and Beech, dated November 3, 1980;
7. That certain Supplemental Agreement No. 6 to Agreement between Prime Lessor and Beech, dated December 20, 1982;
8. That certain Supplemental Agreement No. 7 between Prime Lessor and Beech, dated October 29, 1987;
9. That certain Supplemental Agreement No. 8 between Prime Lessor and Beech, dated July 5, 1988;
10. That certain Supplemental Agreement No. 9 between Prime Lessor and Beech, dated September 6, 1988;
11. That certain Supplemental Agreement No. 10 between Prime Lessor and Beech, dated October 15, 1990;
12. That certain Supplemental Agreement No. 11 between Prime Lessor and Raytheon Aircraft Services, Inc. as successor in interest to Beech (“Raytheon”), dated June 17, 1996;
13. That certain Parking Lot Letter Agreement between Prime Lessor and Raytheon, dated September 21, 1998; and
14. That certain Supplemental Agreement No. 12 between Prime Lessor and Raytheon as predecessor in interest to Assignor, dated December 12, 2000.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Wichita Airport Authority

SUBJECT: Consent to Assignment of Lease – From Hawker Beechcraft Services, Inc. to Signature Flight Support Corporation

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Consent to Assignment of Lease.

Background: Hawker Beechcraft Services, Inc. (HBS) has agreed to sell its fuel and line assets to Signature Flight Support Corporation (SFS), the world's largest FBO network with over 75 locations worldwide. All current HBS line employees will be transferred to SFS. HBS will retain its aircraft maintenance operation in space subleased from SFS. To facilitate this transaction, HBS is requesting approval to assign its primary lease to SFS. These transactions have been reviewed by airport staff to ascertain they comply with the draft minimum standards for Mid-Continent Airport. In addition, the changes were presented to the Wichita Airport Advisory Board at its May 5, 2008 meeting, and were unanimously approved by the Board.

Analysis: As a result of wanting to align more directly with the needs of its parent Company's (Hawker Beechcraft Corporation) customers, HBS has elected to focus on its core business, that of providing service and support for Hawker Beechcraft products. The sale of its fuel and line business and the assignment of its leasehold interest will provide HBS the resources to provide a higher level of customer support. Two great brand names will now occupy the leasehold at Mid-Continent Airport, Signature Flight Support and Hawker Beechcraft Services.

Financial Considerations: There is no financial impact to the Wichita Airport Authority.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through approving changes to lease agreements which allow tenants to do business on the airport in the most effective way possible, thereby improving services to their customers. The addition of Signature Flight Support as a tenant, with its already wide distribution of locations, can serve as a bridge for exposure of their customers at other operations to utilize Mid-Continent Airport.

Legal Considerations: The Consent to Assignment of Lease has been approved by the Law Department as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Consent to Assignment of Lease, and authorize the necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of the Estoppel, Nondisturbance and Consent Letter and 12 distribution copies of the Assignment and Assumption of Lease.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Wichita Airport Authority

SUBJECT: Budget Transfer
Airfield Joint Reseal

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget transfer.

Background: The Adopted 2008 Airport operating budget includes \$150,000 for contracted joint sealing on airside pavements at Mid-Continent. This amount is budgeted every other year and the pavement maintenance plan expected the 2010 budget to be used at Jabara. Joint sealing is a necessary pavement maintenance activity that must be accomplished on an on-going basis to prevent premature pavement failure.

Analysis: The airfield at Jabara will be closed to nighttime operations for approximately 45 days this summer due to an airfield electrical project which is receiving federal funding. In order to leverage the benefits from having a closed airfield at night and to prevent an additional future closure, the recommendation is to accomplish the Jabara joint sealing during this time. The joint seal project originally planned for Mid-Continent will be deferred until 2010 without a significant adverse impact.

Financial Considerations: Transferring the \$150,000 joint seal budget from Mid-Continent to Jabara has a \$0 net effect on the Airport operating budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through appropriate maintenance of the capital asset.

Legal Considerations: The Airport budget is not subject to certification with the State of Kansas.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve a budget transfer that increases the Jabara pavement maintenance budget by \$150,000 in 2008 with an offsetting reduction in the Mid-Continent budget.

Attachments: None.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Wichita Airport Authority

SUBJECT: FlightSafety International – Supplemental Agreement No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: In 1975, FlightSafety International (FSI) entered into a lease agreement with the Wichita Airport Authority for the construction of a facility at 1951 Airport Road. In 1980, this lease was incorporated into a bond lease which also provided for the construction of two additional facilities located at 1851 Airport Road and 2 Learjet Way. In 1990, the bonds were refunded, and a new lease agreement was entered into through 2001. This agreement was superseded by an agreement entered into in December 2001 for the three facilities, which also included five, five-year renewal options through 2031.

Analysis: The current waiting period for Lear 45 initial pilot training is approximately one year due to insufficient training capacity. FSI is desirous of constructing a \$1.1 Million, 6,200 sq. ft. expansion to their existing facility located at 2 Learjet Way to add another training location to help reduce this waiting period. The expansion will include space for one large simulator bay to house the newest, state-of-the-art Lear 45XR simulator with electric motion base and associated computer systems; two, 10-person computerized Matrix classrooms; an instructor's office; rooms for two graphical flight simulators; two simulator de-briefing rooms; a storage room and restroom. Also, additional parking will be added.

The current agreement includes an option to lease 40,000 sq. ft. of land, which is identified as Tract 2 of 2 Learjet Way, and represents the area in which the expansion is planned.

Financial Considerations: FlightSafety will finance the \$1.1 Million construction cost of the expansion, which will be amortized over a 20-year period. During the 20-year period, FSI will pay land rent to the WAA. As set out in the agreement, land rent is established at the rate of \$.065/sq. ft. through April 2010. A ½ cent increase is established for each succeeding five-year period. Land rent payable to the WAA during the first year is \$2,600. At the end of the 20-year period, the facility will be appraised and a rental rate reflecting fair market rental value will be assessed to FSI.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through facilitating expansions which improve services to users of the airport and increase the assets of the WAA, thereby allowing the Airport to continue its operation on a self-sustaining basis. Further, this expansion will result in the creation of eight additional instructor positions and will bring up to 20 pilots per week into the City of Wichita, which will result a positive economic impact to the community.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Supplemental Agreement.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Wichita Airport Authority

SUBJECT: FlightSafety International – Supplemental Agreement No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the Supplemental Agreement.

Background: In 1975, FlightSafety International (FSI) entered into a lease agreement with the Wichita Airport Authority for the construction of a facility at 1951 Airport Road. In 1980, this lease was incorporated into a bond lease which also provided for the construction of two additional facilities located at 1851 Airport Road and 2 Learjet Way. In 1990, the bonds were refunded, and a new lease agreement was entered into through 2001. This agreement was superseded by an agreement entered into in December 2001 for the three facilities, which also included five, five-year renewal options through 2031.

Analysis: The current waiting period for Lear 45 initial pilot training is approximately one year due to insufficient training capacity. FSI is desirous of constructing a \$1.1 Million, 6,200 sq. ft. expansion to their existing facility located at 2 Learjet Way to add another training location to help reduce this waiting period. The expansion will include space for one large simulator bay to house the newest, state-of-the-art Lear 45XR simulator with electric motion base and associated computer systems; two, 10-person computerized Matrix classrooms; an instructor's office; rooms for two graphical flight simulators; two simulator de-briefing rooms; a storage room and restroom. Also, additional parking will be added.

The current agreement includes an option to lease 40,000 sq. ft. of land, which is identified as Tract 2 of 2 Learjet Way, and represents the area in which the expansion is planned.

Financial Considerations: FlightSafety will finance the \$1.1 Million construction cost of the expansion, which will be amortized over a 20-year period. During the 20-year period, FSI will pay land rent to the WAA. As set out in the agreement, land rent is established at the rate of \$.065/sq. ft. through April 2010. A ½ cent increase is established for each succeeding five-year period. Land rent payable to the WAA during the first year is \$2,600. At the end of the 20-year period, the facility will be appraised and a rental rate reflecting fair market rental value will be assessed to FSI.

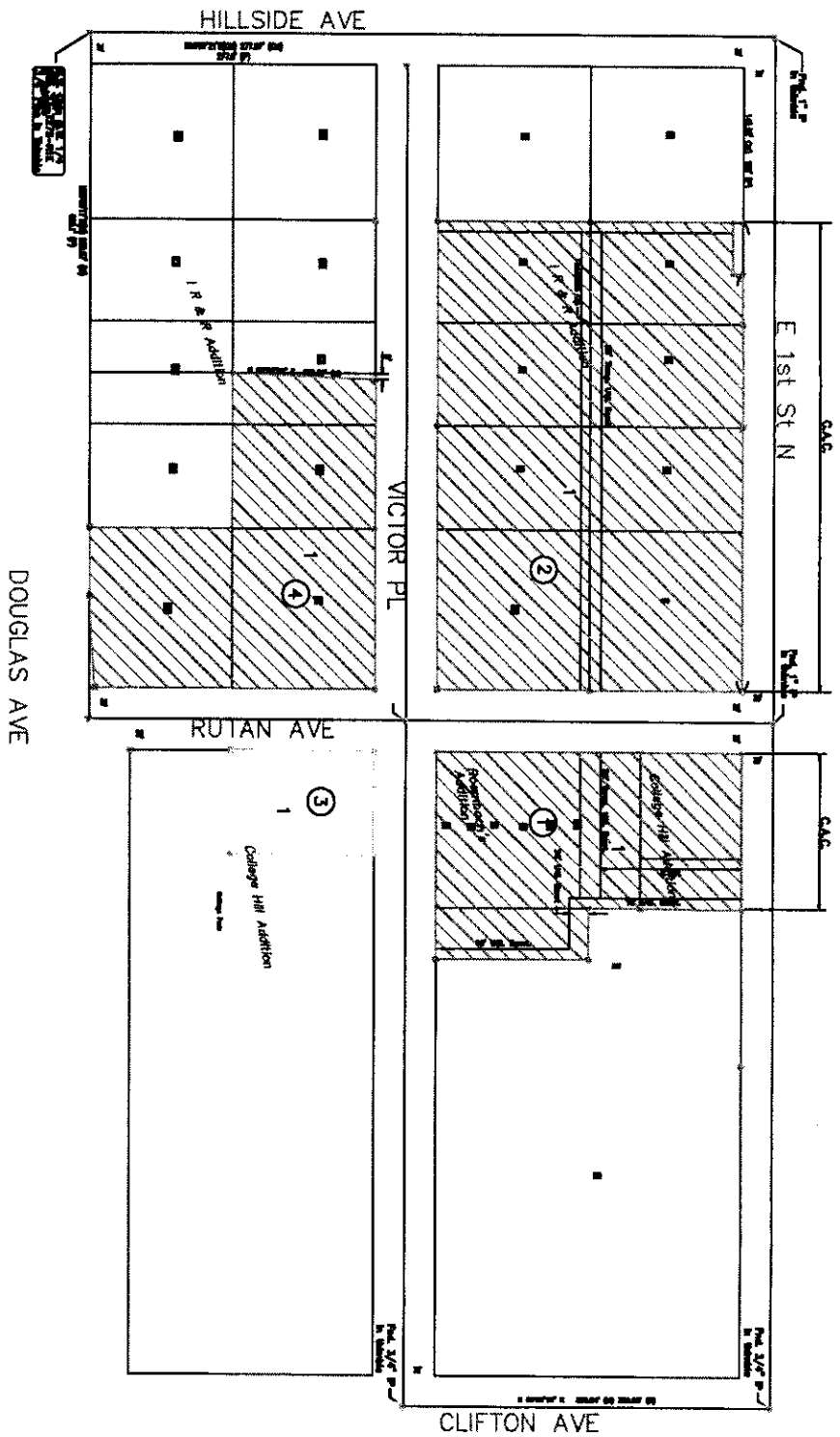
Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through facilitating expansions which improve services to users of the airport and increase the assets of the WAA, thereby allowing the Airport to continue its operation on a self-sustaining basis. Further, this expansion will result in the creation of eight additional instructor positions and will bring up to 20 pilots per week into the City of Wichita, which will result a positive economic impact to the community.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Supplemental Agreement.

PARKSTONE ADDITION



PROPOSED IMPROVEMENT DISTRICT



(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



PAVING PETITION

(3-07-08)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lot 1, Block 1, Lot 1, Block 2 and Lot 1, Block 4, Parkstone Addition, Wichita,
Sedgwick County, Kansas;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed pavement and other associated improvements on **VICTOR** from Hillside Avenue to the east line of Parkstone Addition AND **RUTAN** from Douglas to First Street AND parking on the south side of **FIRST STREET** from the west line of Parkstone Addition to the east line of Parkstone Addition. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being **TWO MILLION SEVEN HUNDRED THOUSAND (\$2,700,000)**, of which **SEVEN HUNDRED FIVE THOUSAND (\$705,000)** is payable by the petition improvement district and of which **ONE MILLION NINE HUNDRED NINETY FIVE THOUSAND (\$1,995,000)** is payable by the TIF improvement district, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement districts. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **April 1, 2008**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of

Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the petition improvements for which the petition improvement district shall be liable shall be on a **FRACTIONAL** basis:

Lot 1, Block 1, Parkstone Addition, Wichita, Sedgwick County, Kansas; shall pay 528/1000 of the total cost of the improvement.

Lot 1, Block 2, Parkstone Addition, Wichita, Sedgwick County, Kansas; shall pay 214/1000 of the total cost of the improvement.

Lot 1, Block 4, Parkstone Addition, Wichita, Sedgwick County, Kansas; shall pay 258/1000 of the total cost of the improvement.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

Lot 1, Block 1, Lot 1, Block 2, Lot 1, Block 3 and Lot 1, Block 4, Parkstone Addition, Wichita, Sedgwick County, Kansas;		
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AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Name

Address

Telephone Number

Sworn to and subscribed before me this _____ day of _____, 20____.

Deputy City Clerk

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: Petition to construct public improvements in the Parkstone Addition (north of Douglas, east of Hillside). (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 6, 2007, the City Council approved Tax Increment Financing (TIF) to develop a residential/commercial area on the north side of Douglas, east of Hillside. On March 18, 2008, the City Council approved a petition to construct streets, parking lots, decorative street entrances and ornamental street lights in the development. At that time the improvement district description was based on the existing lots and blocks. The area has since been replatted as Parkstone Addition. A Petition has been prepared to update the improvement district description. Under the terms of the TIF agreement, the City is the current owner of the property in the improvement district. Title will be transferred to the development company when they begin their construction.

Analysis: When completed, the development will consist of a high-rise condominium tower, parking garage, two story townhouse residences and small commercial shops. Victor and Rutan Streets will remain as public streets through the area.

Financial Considerations: The project budget is unaffected

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for the construction of public improvements for a new development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district. The City of Wichita is currently the record owner of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, Resolution and Petition.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT AND OTHER ASSOCIATED IMPROVEMENTS ON **VICTOR FROM HILLSIDE AVENUE TO THE EAST LINE OF PARKSTONE ADDITION AND RUTAN FROM DOUGLAS TO FIRST STREET AND PARKING ON THE SOUTH SIDE OF FIRST STREET** FROM THE WEST LINE OF PARKSTONE ADDITION TO THE EAST LINE OF PARKSTONE ADDITION (NORTH OF DOUGLAS, EAST OF HILLSIDE) 472-84571 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT AND OTHER ASSOCIATED IMPROVEMENTS ON **VICTOR FROM HILLSIDE AVENUE TO THE EAST LINE OF PARKSTONE ADDITION AND RUTAN FROM DOUGLAS TO FIRST STREET AND PARKING ON THE SOUTH SIDE OF FIRST STREET** FROM THE WEST LINE OF PARKSTONE ADDITION TO THE EAST LINE OF PARKSTONE ADDITION (NORTH OF DOUGLAS, EAST OF HILLSIDE) 472-84571 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-409 adopted on July 17, 2007 Resolution, No. 07-591 adopted on October 23, 2007 and Resolution No. 08-145 adopted on March 18, 2008 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement and other associated improvements on **Victor from Hillside Avenue to the east line of Parkstone Addition and Rutan from Douglas to First Street and parking on the south side of First Street from the west line of Parkstone Addition to the east line of Parkstone Addition (north of Douglas, east of Hillside) 472-84571.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Two Million Seven Hundred Thousand (\$2,700,000)** of which **Seven Hundred Five Thousand (\$705,000)** is payable by the petition improvement district and of which **One Million Nine Hundred Ninety-Five Thousand (\$1,995,000)** is payable by the TIF improvement district exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement districts. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARKSTONE ADDITION

Lot 1, Block 1

Lot 1, Block 2

Lot 1, Block 4

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1 PARKSTONE ADDITION shall pay 528/1000 of the total cost of the improvement; Lot 1, Block 2, PARKSTONE ADDITION shall pay 214/1000 of the total cost of the improvements and Lot 1, Block 4 PARKSTONE ADDITION shall pay 258/1000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

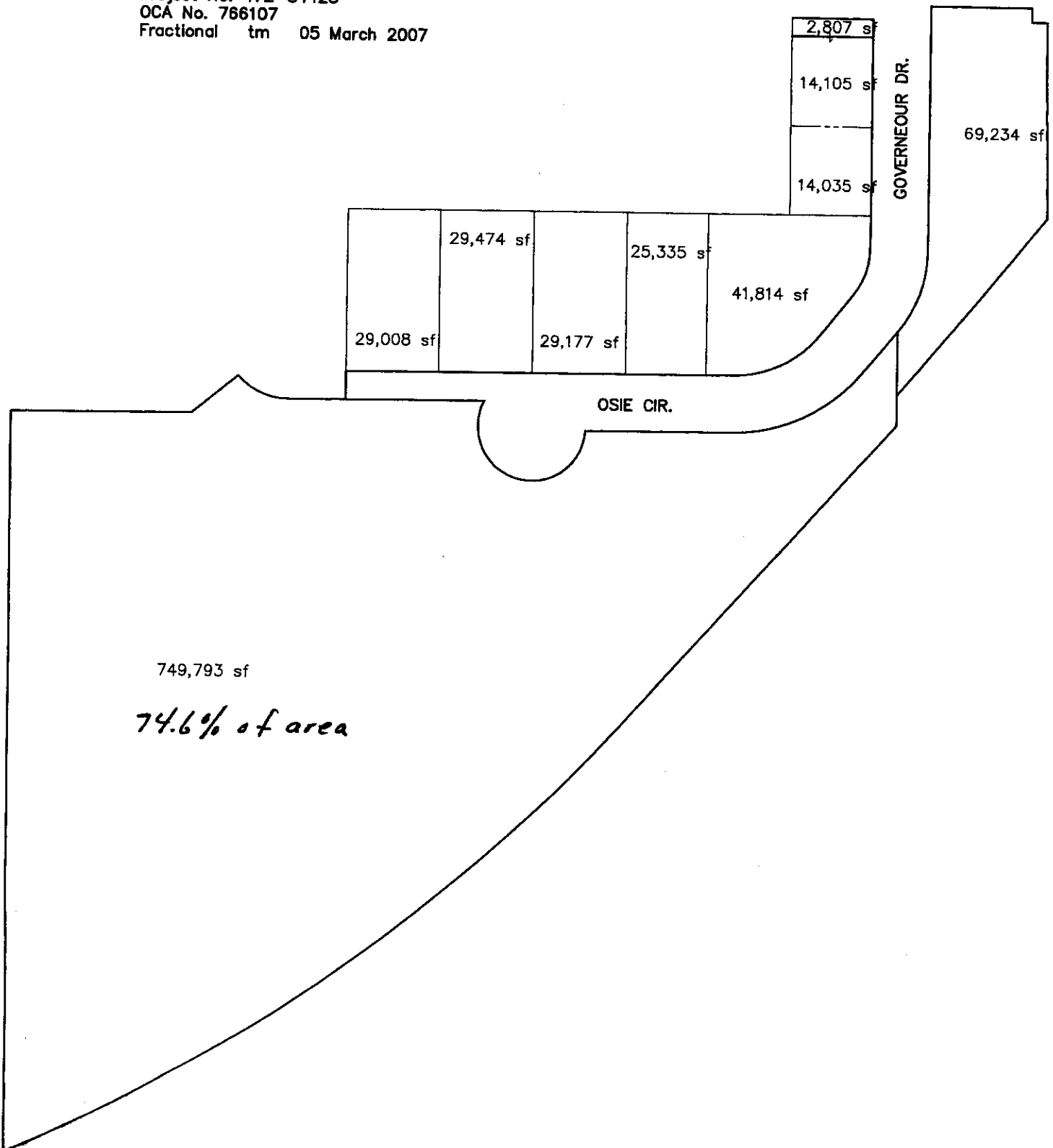
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Gouverneur from the south line of Harry to the south line of Osie Cir.
Osie Cir. from the east line of Gouverneur to the cul-de-sac.
South of Harry, West of Rock
Project No. 472-84428
OCA No. 766107
Fractional tm 05 March 2007



PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Grillot Addition

Lots 7-12, Inclusive

East Substation Addition

Lot 1

Unplatted Tract

Beg 50 Ft S & 40 Ft E Nw Cor Ne1/4 E 141.9 Ft S 20 Ft E 22 Ft S 274.62 Ft To Nwly Li
Gypsum Crk Sw 321.58 Ft To W Li Ne1/4 N 90.25 Ft To Cur Then Following Road Row In A
Northerly Direction To Pt Of Beg

- (a) That said pavement on Gouverneur from the south line of Harry to the south line of Osie Cir, and on Osie Cir from the east line of Gouverneur to the Cul-de-sac, be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being **Two Hundred Seventy Five Thousand Dollars (\$275,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **March 1, 2006**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Fractional** basis:

Where the parcel known as N1/2 LOT 7 & VAC S 25 FT HARRY DR
ADJ ON N BLOCK 2, Grillot Addition, shall pay **3300/264000** of the total

cost.

The parcel known as S 1/2 LOT 7 BLOCK 2, GRILLOT Addition shall pay **2708/264000** of the total cost.

The parcel known as LOT 8 BLOCK 2, GRILLOT Addition shall pay **8095/264000** of the total cost.

The parcel known as the LOT 9 BLOCK 2, GRILLOT Addition shall pay **4985/264000** of the total cost.

The parcel known as LOT 10 BLOCK 2, GRILLOT Addition shall pay **5741/264000** of the total cost.

The parcel known as LOT 11 BLOCK 2, GRILLOT Addition shall pay **5799/264000** of the total cost.

The parcel known as LOT 12 BLOCK 2, GRILLOT Addition shall pay **5708/264000** of the total cost.

The parcel known as LOT 1, East Substation Addition shall pay **214146/264000** of the total cost.

The Unplatted tract known as Beg 50 Ft S & 40 Ft E Nw Cor Ne1/4 E 141.9 Ft S 20 Ft E 22 Ft S 274.62 Ft To Nwly Li Gypsum Crk Sw 321.58 Ft To W Li Ne1/4 N 90.25 Ft To Cur Then Following Road Row In A Northerly Direction To Pt Of Beg shall pay **13518/264000** of the total cost.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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GRILLOT ADD

N1/2 LOT 7 & VAC S 25 FT HARRY DR ADJ ON N BLOCK 2	MASTERS, VIRGINIA M REV TR 7711 S GREENWICH RD DERBY, KS 67037
--	--

S 1/2 LOT 7 BLOCK 2	COTTONWOOD PLAZA LLC
LOT 8 BLOCK 2	GRILLOT, MARGARET A REV TR ATTN: MARGARET A & FLOYD B G 1973 SWEETGUM PL PALM HARBOR, FL 34684
LOT 9 BLOCK 2	HICKERSON, J B LIV TRUST ATTN: JB & PHYLLIS HICKERS 14217 E BOSTON WICHITA, KS 67230
LOT 10 BLOCK 2	HICKERSON, J B LIV TRUST
LOT 11 BLOCK 2	CONDUFF FAMILY LP 2935 N HILLSIDE NEWTON, KS 67114
LOT 12 BLOCK 2	BARAKEH, KYLE 11213 E BAYLEY WICHITA, KS 67207

EAST SUBSTATION ADD.

LOT 1 exc Part of lot 1, East Substation Addition, Wichita, Sedgwick County, Kansas described as Follows: Beginning at the NW corner of Said Lot 1, East Substation	CITY OF WICHITA 455 N MAIN WICHITA, KS 67202
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<p>Addition, running south along lot 1 453.22 ft to a point on the north line of a 30 ft sanitary sewer easement. Then along the north line of platted sanitary sewer easement NE 581.32 ft, then north 150 ft to the north line of lot 1. West 188 ft to a cul-de-sac. Following platted street right of way westerly to a point in a general NW direction to the centerline of the street. West 225 ft to the point of beginning.</p>	
<p>Part of lot 1, East Substation Addition, Wichita, Sedgwick County, Kansas described as Follows: Beginning at the NW corner of Said Lot 1, East Substation Addition, running south along lot 1 453.22 ft to a point on the north line of a 30 ft sanitary sewer easement. Then along the north line of platted sanitary sewer easement NE 581.32 ft, then north 150 ft to the north line of lot 1. West 188 ft to a cul-de-sac. Following platted street right of way westerly to a point in a general NW direction to the centerline of the street. West 225 ft to the point of beginning.</p>	<p>CITY OF WICHITA (Water Sewer Department)</p>

UNPLATTED TRACT

BEG 50 FT S & 40 FT E NW COR NE1/4 E 141.9 FT S 20 FT E 22 FT S 274.62 FT TO NWLY LI GYPSUM CRK SW 321.58 FT TO W LI NE1/4 N 90.25 FT TO CUR	MB REAL ESTATE LLC 7215 E HARRY WICHITA, KS 67207
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AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Name

Address

Telephone Number

Sworn to and subscribed before me this _____ day of _____, 20____.

Deputy City Clerk

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Petition to pave Gouverneur and Osie Circle south of Harry. (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On August 1, 2006, the City Council approved a Petition to pave Gouverneur and Osie south of Harry. One of the tracts in the improvement district is owned by the City of Wichita and represents 74.6% of the area. It has since been determined that the fractional assessments contained in the petition were in error. A new petition has been prepared to correct the error.

Analysis: The project provides paved access to a developed commercial area located south of Harry, west of Rock. The City owned tract is the site of a water booster station.

Financial Considerations: The Petition budget is unchanged. The assessment to non City owned lots is unchanged. Although the City's share of the project increases from 75% to 81%, the actual City cost is reduced from \$212,065 to \$172,044 due to favorable construction bids. The funding source for the City share is the Water Utility.

Goal Impact: This project will address the Efficient Infrastructure goal by providing paving improvements for commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, authorize the Mayor to sign the petition on behalf of the City of Wichita, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **GOVERNEOUR FROM THE SOUTH LINE OF HARRY TO THE SOUTH LINE OF OSIE CIR., AND ON OSIE CIR. FROM THE EAST LINE OF GOVERNEOUR TO THE CUL-DE-SAC (SOUTH OF HARRY, WEST OF ROCK) 472-84428** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **GOVERNEOUR FROM THE SOUTH LINE OF HARRY TO THE SOUTH LINE OF OSIE CIR., AND ON OSIE CIR. FROM THE EAST LINE OF GOVERNEOUR TO THE CUL-DE-SAC (SOUTH OF HARRY, WEST OF ROCK) 472-84428** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **06-412** adopted on **August 1, 2006** and Resolution No. **07-200** adopted on **March 20, 2007** are hereby rescinded

SECTION 2 That it is necessary and in the public interest to authorize constructing pavement on **Governeour from the south line of Harry to the south line of Osie Cir., and on Osie Cir. from the east line of Governeour to the cul-de-sac (south of Harry, west of Rock) 472-84428.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Two Hundred Seventy-Five Thousand Dollars (\$275,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **March 1, 2006** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GRILLOT ADDITION

Lots 7 through 12, Inclusive

EAST SUBSTATION ADDITION

Lot 1

UNPLATTED TRACT

BEG 50 FT S & 40 FT E NW COR NE1/4 E 141.9 FT; S 20 FT; E 22 FT; S 274.62 FT TO NWLY LI GYPSUM CRK; SW 321.58 FT TO W LI NE1/4; N 90.25 FT TO CUR; N TO BEG

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Where the parcel known as N1/2 LOT 7 AND VAC S 25 FT HARRY DR ADJ ON N BLOCK 2, GRILLOT ADDITION, shall pay 3300/264000 of the total cost. The parcel known as S 1/2 LOT 7 BLOCK 2, GRILLOT ADDITION shall pay 2708/264000 of the total cost. The parcel known as LOT 8 BLOCK 2, GRILLOT ADDITION shall pay 8095/264000 of the total cost. The parcel known as the LOT 9 BLOCK 2, GRILLOT ADDITION shall pay 4985/264000 of the total cost. The parcel known as LOT 10 BLOCK 2, GRILLOT ADDITION shall pay 5741/264000 of the total cost. The parcel known as LOT 11 BLOCK 2, GRILLOT ADDITION shall pay 5799/264000 of the total cost. The parcel known as LOT 12 BLOCK 2, GRILLOT ADDITION shall pay 5708/264000 of the total cost. The parcel known as LOT 1, EAST SUBSTATION ADDITION shall pay 214146/264000 of the total cost. THE UNPLATTED tract known as Beg 50 Ft S & 40 Ft E Nw Cor Ne1/4 E 141.9 Ft S 20 Ft E 22 Ft S 274.62 Ft To Nwly Li Gypsum Crk Sw 321.58 Ft To W Li Ne1/4 N 90.25 Ft To Cur Then Following Road Row In A Northerly Direction To Pt Of Beg shall pay 13518/264000 of the total cost.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita Kansas, this _____ day of _____, 2008.

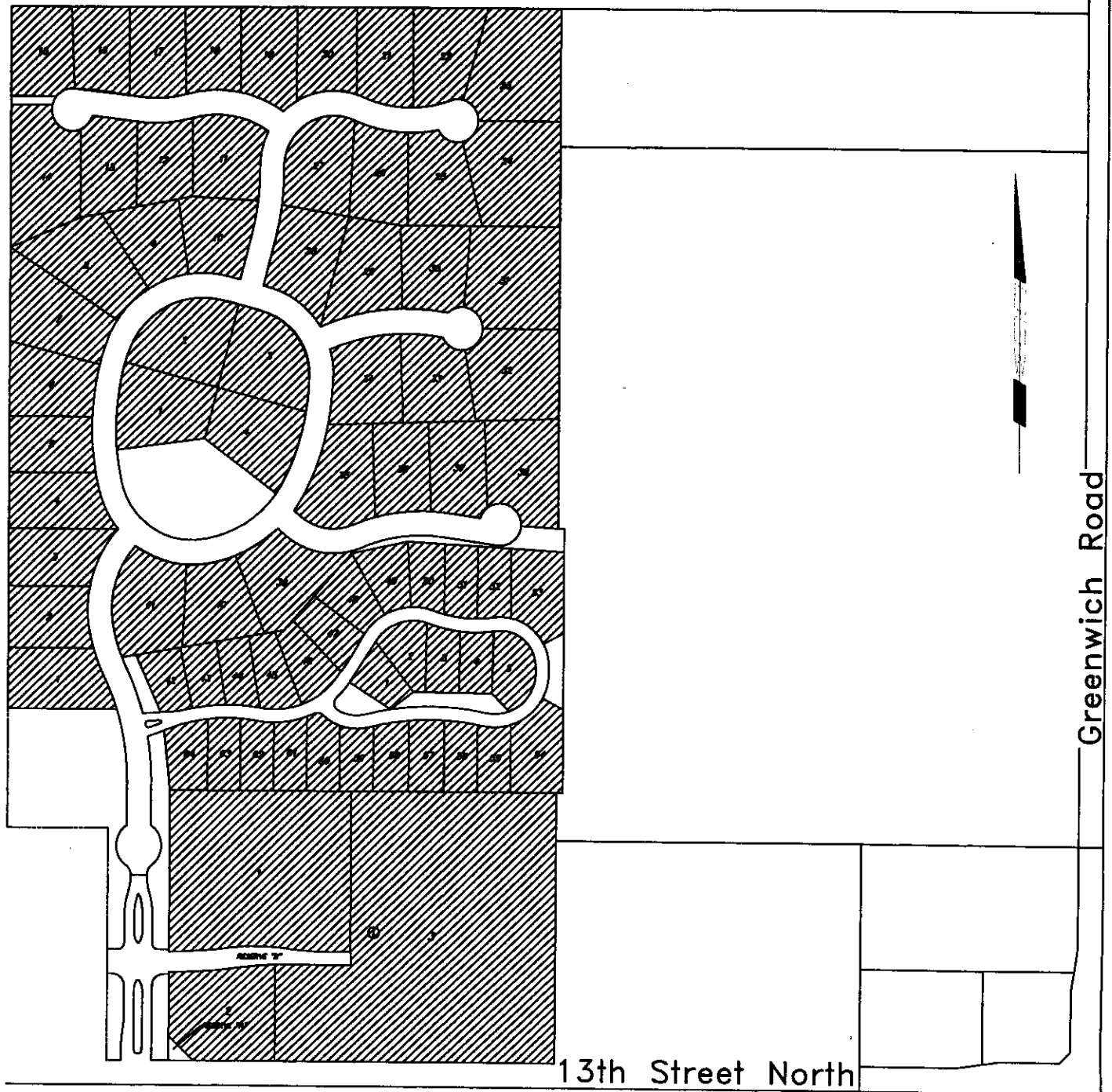
CARL BREWER, MAYOR

ATTEST:

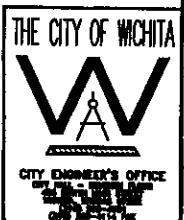
KAREN SUBLETT, CITY CLERK

(SEAL)

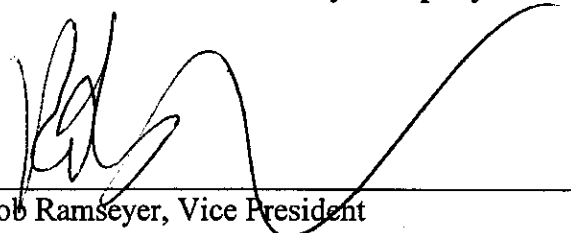
WATERFRONT RESIDENTIAL ADDITION GREENWICH OFFICE PARK ADDITION



BENEFIT DISTRICT 
(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company 	
	By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.

James Edwards
Deputy City Clerk



RECEIVED

FEB 19 '08

CITY CLERK OFFICE

DRAINAGE PETITION

Phase 1

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1;

HOME BANK & TRUST COMPANY ADDITION

Lot 2, Block 1;

UNPLATTED TRACT

A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Quarter Section; thence along the south line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of N88°53'46"E, 1322.18 feet to the southwest corner of said Southeast Quarter of said Southeast Quarter, said point being the POINT OF BEGINNING; thence along the west line of said Southeast Quarter of said Southeast Quarter N00°54'24"W, 592.90 feet to the north line of the south 18 acres of said Southeast Quarter of said Southeast Quarter; thence continuing along said west line N00°54'24"W, 112.11 feet to a point lying 705.00 feet north of said south line; thence parallel with said south line N88°53'46"E, 15.00 feet; thence parallel with and 15.00 feet east of said west line N00°54'24"W, 625.59 feet to the north line of said Southeast Quarter of said Southeast Quarter; thence along said north line N88°54'23"E, 1249.35 feet to a point lying 60.00 feet west of the east line of said Southeast Quarter; thence parallel with and 60.00 feet west of said east line S00°48'07"E, 737.48 feet to said north line of said south 18 acres; thence continuing S00°48'07"E, 242.58 feet; thence S07°43'43"W, 54.56 feet to the northeast most corner of Lot 1, Block 1, Home Bank & Trust Company Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of said addition, S88°52'07"W, 519.60 feet to the northwest corner of said addition; thence along the west line of said addition, S00°54'46"E, a measured distance of 236.54 feet to the southwest corner of said addition; thence S00°54'46"E, 60.00 to the south line of said Southeast Quarter; thence along said south line S88°53'46"W, 734.79 feet to the POINT OF BEGINNING. Said tract of land being subject to road right-of-way on the east and south. Said tract CONTAINS: 1,514,605 square feet or 34.77 acres of land, more or less.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

Waterfront Residential & Greenwich Office Park Additions – Drainage Phase 1 Petition

GJA/cw 06266 & 07063 **REPETITION #468-84409**

Page 1

- (a) That there be constructed drainage improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Three Hundred Twenty Five Thousand Dollars (\$325,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

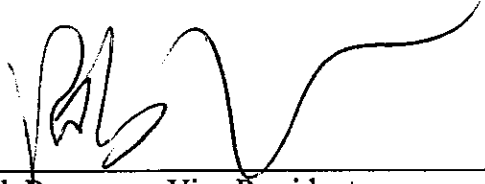
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 73/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 372/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 129/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 864/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Home Bank & Trust Company Addition shall pay 133/10,000 of the total cost payable by the improvement district. The Unplatted Tract shall pay 3465/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
 - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company 	
	By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

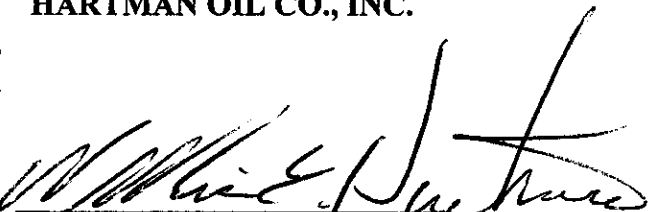
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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<u>GREENWICH OFFICE PARK ADDITION</u>	HARTMAN OIL CO., INC.	
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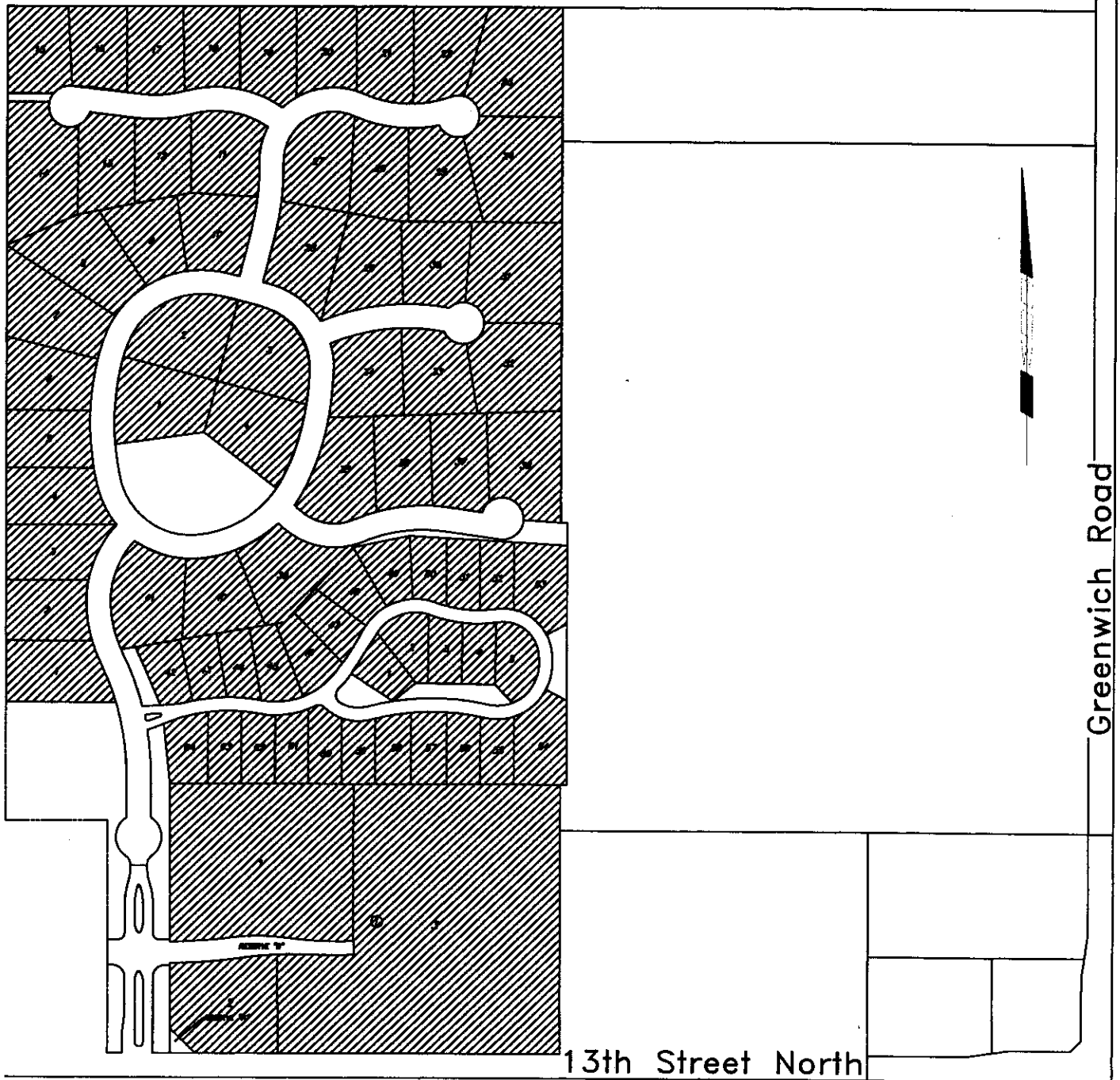
Lot 1, Block 1; Greenwich Office Park Addition,
an addition to Wichita, Sedgwick County,
Kansas.

By:



Willis E. Hartman, President

WATERFRONT RESIDENTIAL ADDITION GREENWICH OFFICE PARK ADDITION



BENEFIT DISTRICT 
(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



RECEIVED

FEB 19 '08

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1;

Lots 1 through 4, Block 2;

Lots 1 through 4, Block 3;

468-84422

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

Lateral 54,

Main 24,

WIS

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Six Hundred Twenty Two Thousand Dollars (\$622,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

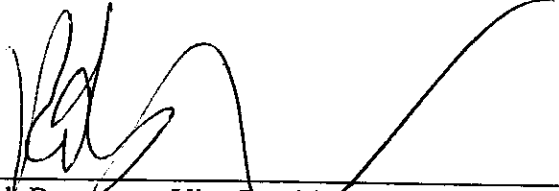
Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 1/69 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	 By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.

John Edwards
Deputy City Clerk



RECEIVED

FEB 19 '08

CITY CLERK OFFICE

DRAINAGE PETITION
Phase 1

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1;

HOME BANK & TRUST COMPANY ADDITION

Lot 2, Block 1;

UNPLATTED TRACT

A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Quarter Section; thence along the south line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of N88°53'46"E, 1322.18 feet to the southwest corner of said Southeast Quarter of said Southeast Quarter, said point being the POINT OF BEGINNING; thence along the west line of said Southeast Quarter of said Southeast Quarter N00°54'24"W, 592.90 feet to the north line of the south 18 acres of said Southeast Quarter of said Southeast Quarter; thence continuing along said west line N00°54'24"W, 112.11 feet to a point lying 705.00 feet north of said south line; thence parallel with said south line N88°53'46"E, 15.00 feet; thence parallel with and 15.00 feet east of said west line N00°54'24"W, 625.59 feet to the north line of said Southeast Quarter of said Southeast Quarter; thence along said north line N88°54'23"E, 1249.35 feet to a point lying 60.00 feet west of the east line of said Southeast Quarter; thence parallel with and 60.00 feet west of said east line S00°48'07"E, 737.48 feet to said north line of said south 18 acres; thence continuing S00°48'07"E, 242.58 feet; thence S07°43'43"W, 54.56 feet to the northeast most corner of Lot 1, Block 1, Home Bank & Trust Company Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of said addition, S88°52'07"W, 519.60 feet to the northwest corner of said addition; thence along the west line of said addition, S00°54'46"E, a measured distance of 236.54 feet to the southwest corner of said addition; thence S00°54'46"E, 60.00 feet to the south line of said Southeast Quarter; thence along said south line S88°53'46"W, 734.79 feet to the POINT OF BEGINNING. Said tract of land being subject to road right-of-way on the east and south. Said tract CONTAINS: 1,514,605 square feet or 34.77 acres of land, more or less.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed drainage improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Three Hundred Twenty Five Thousand Dollars (\$325,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

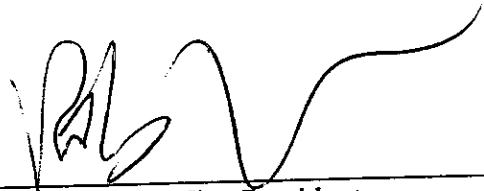
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 73/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 372/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 129/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 864/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Home Bank & Trust Company Addition shall pay 133/10,000 of the total cost payable by the improvement district. The Unplatted Tract shall pay 3465/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company 	
	By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

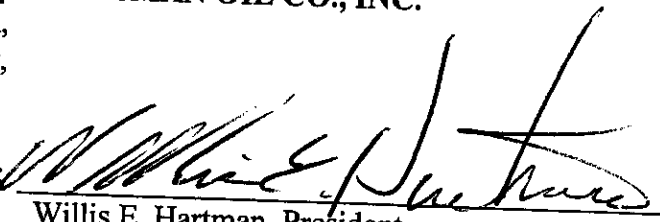
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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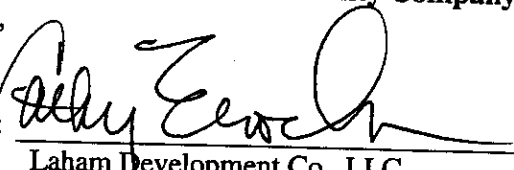
<u>GREENWICH OFFICE PARK ADDITION</u>	HARTMAN OIL CO., INC.	
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Lot 1, Block 1; Greenwich Office Park Addition,
an addition to Wichita, Sedgwick County,
Kansas.

By:


Willis E. Hartman, President

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

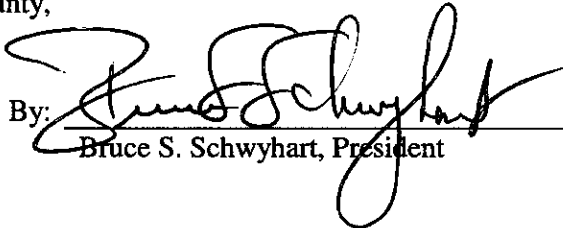
LEGAL DESCRIPTION	SIGNATURE	DATE
<u>GREENWICH OFFICE PARK ADDITION</u> Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	GREENWICH 13, LLC A Kansas Limited Liability Company  By: _____ Laham Development Co., LLC Cathy Erickson, V.P.	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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<u>GREENWICH OFFICE PARK ADDITION</u>	CORNERBANK, N.A.	
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Lot 2, Block 1; Greenwich Office Park Addition,
an addition to Wichita, Sedgwick County,
Kansas.

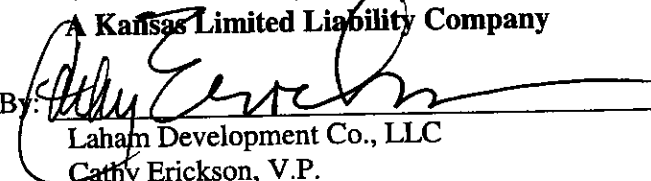
By: 
Bruce S. Schwyhart, President

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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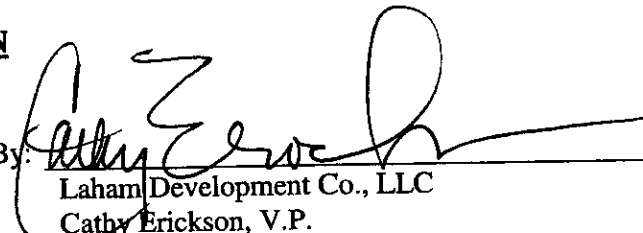
UNPLATTED TRACT

See legal description, page 1

GREENWICH 13, LLC
A Kansas Limited Liability Company
By: 
Laham Development Co., LLC
Cathy Erickson, V.P.

HOME BANK & TRUST CO. ADDITION

Lot 2, Block 1;

By: 
Laham Development Co., LLC
Cathy Erickson, V.P.

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.

Ann Edwards
Deputy City Clerk



RECEIVED

FEB 19 '08

CITY CLERK OFFICE

STORM WATER SEWER PETITION
48" SWS

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

WATERFRONT 6th ADDITION

Lot 4, Block 1;

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Eighteen Thousand Dollars (\$118,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design

and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

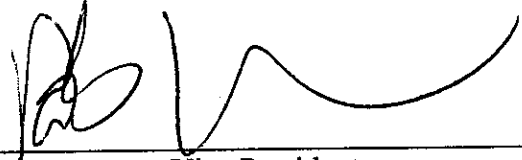
Lots 1 through 10, Block 1; Waterfront Residential Addition shall each pay 11/10,000 of the total cost payable by the improvement district. Lots 11 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 10/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; Waterfront 6th Addition shall pay 3000/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 1720/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 586/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 3994/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

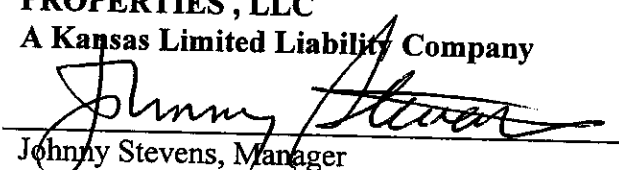
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

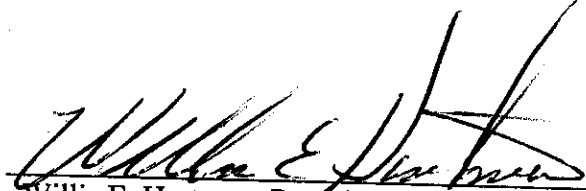
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company  By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

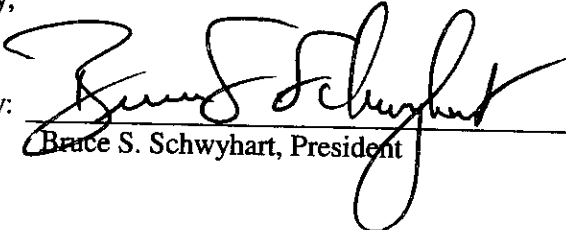
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT 6th ADDITION</u> Lot 4, Block 1; Waterfront 6 th Addition, an addition to Wichita, Sedgwick County, Kansas.	BEECH LAKE INVESTMENT, LLC A Kansas Limited Liability Company; & also The WATERFRONT HOLDING CO., LLC A Kansas Limited Liability Company; & also The WATERFRONT COMMERCIAL PROPERTIES, LLC A Kansas Limited Liability Company	
	By:  Johnny Stevens, Manager	

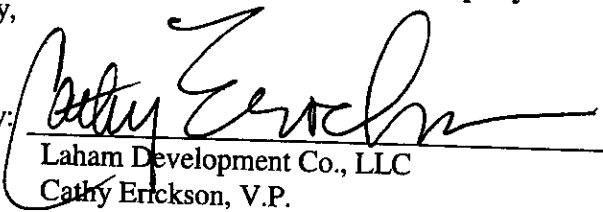
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>GREENWICH OFFICE PARK ADDITION</u> Lot 1, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	HARTMAN OIL CO., INC. By:  Willis E. Hartman, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>GREENWICH OFFICE PARK ADDITION</u> CORNERBANK, N.A. Lot 2, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	By:  Bruce S. Schwyhart, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>GREENWICH OFFICE PARK ADDITION</u> Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	GREENWICH 13, LLC A Kansas Limited Liability Company  By: _____ Laham Development Co., LLC Cathy Erickson, V.P.	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.



Ann Edwards
Deputy City Clerk

RECEIVED

FEB 19 '08

CITY CLERK OFFICE

STORM WATER SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SWS 638

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1;

Lots 1 through 4, Block 2;

Lots 1 through 4, Block 3;

468-84423

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Eight Hundred Forty Two Thousand Dollars (\$842,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

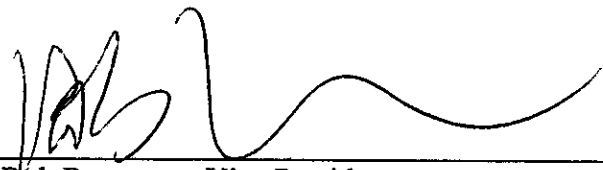
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 1/69 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company  By: _____ Rob Ramsey, Vice President Ritchie Development Corporation, Manager	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.



Jane Edwards
Deputy City Clerk

RECEIVED

FEB 19 '08

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1;

Lots 1 through 4, Block 2;

Lots 1 through 4, Block 3;

448-90329

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Two Hundred Ninety Seven Thousand Dollars (\$297,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

Waterfront Residential Addition – Water Distribution System Petition

GJA/cw 06266 **REPETITION #448-90329**

Page 1

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 1/69 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

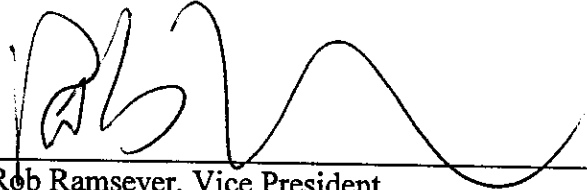
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61 Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company  By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia Wemack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.

Ann Edwards
Deputy City Clerk



RECEIVED

FEB 19 '08

WATER MAIN PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

WATERFRONT 6th ADDITION

Lot 4, Block 1;

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1;

448-90342

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water main including necessary pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the water main portion of the project is One Hundred Sixty Five Thousand Dollars (\$165,000.00), and One Hundred Fifteen Thousand Dollars (\$115,000.00) for the Utility Relocation portion of the project or Two Hundred Eighty Thousand Dollars (\$280,000.00) exclusive of the cost of interest on borrowed money, with 63 percent of the cost of the water main portion of the project payable by the improvement district; and 37 percent of the cost of the water main portion of the project payable by the City at large; and 100 percent of the cost of the Utility Relocation portion of the project payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Waterfront Residential, Waterfront 6th & Greenwich Office Park Additions – Water Main Petition

GJA/cw 06266, 06815 & 07063 **REPETITION #448-90342**

Page 1

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

WATERLINE:

Lots 1 through 25, Block 1; Waterfront Residential Addition shall each pay 46/10,000 of the total cost payable by the improvement district. Lots 26 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 45/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; Waterfront 6th Addition shall pay 1940/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 1346/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 458/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 3126/10,000 of the total cost payable by the improvement district.

UTILITY RELOCATION:

Lots 1 through 23, Block 1; Waterfront Residential Addition shall each pay 54/10,000 of the total cost payable by the improvement district. Lots 24 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 53/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; Waterfront 6th Addition shall pay 6320/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

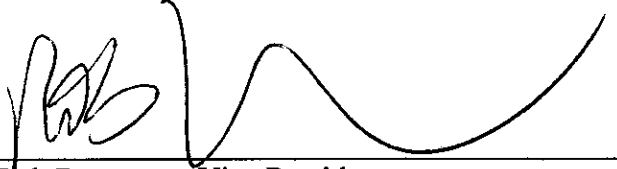
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

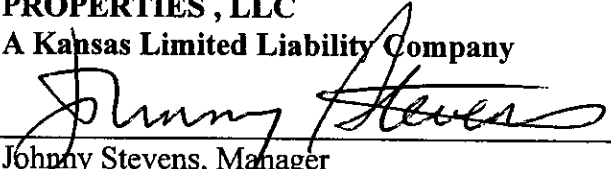
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT RESIDENTIAL ADDITION</u> Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	WATERFRONT RESIDENTIAL CO., LLC A Kansas Limited Liability Company  By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERFRONT 6th ADDITION</u> Lot 4, Block 1; Waterfront 6 th Addition, an addition to Wichita, Sedgwick County, Kansas.	BEECH LAKE INVESTMENT, LLC A Kansas Limited Liability Company; & also The WATERFRONT HOLDING CO., LLC A Kansas Limited Liability Company; & also The WATERFRONT COMMERCIAL PROPERTIES, LLC A Kansas Limited Liability Company	
	By:  Johnny Stevens, Manager	

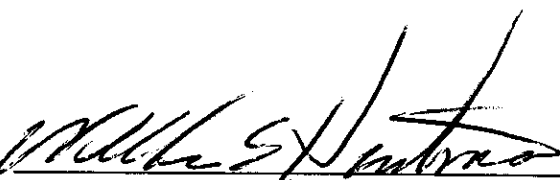
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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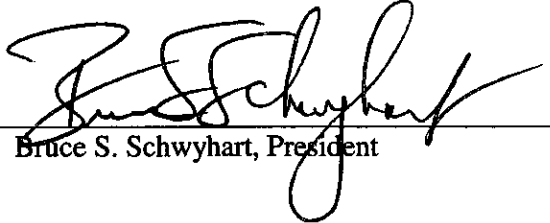
<u>GREENWICH OFFICE PARK ADDITION</u>	HARTMAN OIL CO., INC.	
--	------------------------------	--

Lot 1, Block 1; Greenwich Office Park Addition,
an addition to Wichita, Sedgwick County,
Kansas.


By:


Willis E. Hartman, President

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>GREENWICH OFFICE PARK ADDITION</u> Lot 2, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	CORNERBANK, N.A.  By: _____ Bruce S. Schwyhart, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>GREENWICH OFFICE PARK ADDITION</u> Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	GREENWICH 13, LLC A Kansas Limited Liability Company  By: _____ Laham Development Co., LLC Cathy Erickson, V.P.	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.

[Signature]
Deputy City Clerk



City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Sanitary Sewer, Drainage and Water System Improvements for Waterfront Residential and Greenwich Office Park Additions (north of 13th, west of Greenwich). (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petitions.

Background: On November 6, 2007 and February 5, 2008, the City Council approved petitions to construct sanitary sewer, drainage and water system improvements in Waterfront Residential and Greenwich Office Park Additions. The developers have submitted new petitions that adjust the fractional assessments to reflect current marketing conditions. The Petitions have been signed by five owners representing 100% of the improvement districts.

Analysis: The projects provide sanitary sewer, drainage and water system improvements for new residential and commercial development located north of 13th, west of Greenwich.

Financial Considerations: The budgets are unchanged.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing public improvements required for new residential and commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, Petitions and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 54, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH, WEST OF GREENWICH) 468-84422** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 54, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH, WEST OF GREENWICH) 468-84422** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-563** adopted on **October 16, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 54, Main 24, War Industries Sewer (north of 13, west of Greenwich) 468-84422**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Six Hundred Twenty-Two Thousand Dollars (\$622,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1

Lots 1 through 4, Block 2

Lots 1 through 4, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 61, Block 1, Lots 1 through 4, Block 2 and Lots 1 through 4, Block 3, WATERFRONT RESIDENTIAL ADDITION, shall each pay 1/69 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 334 (NORTH OF 13TH, WEST OF GREENWICH) 468-84409** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 334 (NORTH OF 13TH, WEST OF GREENWICH) 468-84409** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-642** adopted on **November 6, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 334 (north of 13th, west of Greenwich) 468-84409**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Three Hundred Twenty-Five Thousand Dollars (\$325,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1

Lots 1 through 4, Block 2

Lots 1 through 4, Block 3

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1

HOME BANK & TRUST COMPANY ADDITION

Lot 2, Block 1

UNPLATTED TRACT

A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Quarter Section; thence along the south line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of N88°53'46"E, 1322.18 feet to the southwest corner of said Southeast Quarter of said Southeast Quarter, said point being the POINT OF BEGINNING; thence along the west line of said Southeast Quarter of said Southeast Quarter N00°54'24"W, 592.90 feet to the north line of the south 18 acres of said Southeast Quarter of said Southeast Quarter; thence continuing along said west line N00°54'24"W, 112.11 feet to a point lying 705.00 feet north of said south line; thence parallel with said south line N88°53'46"E, 15.00 feet; thence parallel with and 15.00 feet east of said west line N00°54'24"W, 625.59 feet to the north line of said Southeast Quarter of said Southeast Quarter; thence along said north line N88°54'23"E, 1249.35 feet to a point lying 60.00 feet west of the east line of said Southeast Quarter; thence parallel with and 60.00 feet west of said east line S00°48'07"E, 737.48 feet to said north line of said south 18 acres; thence continuing S00°48'07"E, 242.58 feet; thence S07°43'43"W, 54.56 feet to the northeast most corner of Lot 1, Block 1, Home Bank & Trust Company Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of said addition, S88°52'07"W, 519.60 feet to the northwest corner of said addition; thence along the west line of said addition, S00°54'46"E, a measured distance of 236.54 feet to the southwest corner of said addition; thence S00°54'46"E, 60.00 to the south line of said Southeast Quarter; thence along said south line S88°53'46"W, 734.79 feet to the POINT OF BEGINNING. Said tract of land being subject to road right-of-way on the east and south. Said tract CONTAINS: 1,514,605 square feet or 34.77 acres of land, more or less.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; WATERFRONT RESIDENTIAL ADDITION shall each pay 73/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 372/10,000 of the total cost payable by the

improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 129/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 864/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; HOME BANK & TRUST COMPANY ADDITION shall pay 133/10,000 of the total cost payable by the improvement district. THE UNPLATTED TRACT shall pay 3465/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8.

Whereas, the

Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested

thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it

further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 635 (NORTH OF 13TH, WEST OF GREENWICH) 468-84441** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 635 (NORTH OF 13TH, WEST OF GREENWICH) 468-84441** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-562** adopted on **October 16, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Sewer No. 635 (north of 13th, west of Greenwich) 468-84441**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Eighteen Thousand Dollars (\$118,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1
Lots 1 through 4, Block 2
Lots 1 through 4, Block 3

WATERFRONT 6TH ADDITION

Lot 4, Block 1

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 10, Block 1, WATERFRONT RESIDENTIAL ADDITION, shall each pay 11/10,000 of the total cost payable by the improvement district. Lots 11 through 61, Block 1, Lots 1 through 4, Block 2 and Lots 1 through 4, Block 3, WATERFRONT RESIDENTIAL ADDITION, shall each pay 10/10,000 of the total cost payable by the improvement district. Lot 4, Block 1, WATERFRONT 6TH ADDITION, shall pay 3000/10,000 of the total cost payable by the improvement district. Lot 1, Block 1, GREENWICH OFFICE PARK ADDITION, shall pay 1720/10,000 of the total cost payable by the improvement district. Lot 2, Block 1, GREENWICH OFFICE PARK ADDITION, shall pay 586/10,000 of the total cost payable by the improvement district. Lot 3, Block 1, GREENWICH OFFICE PARK ADDITION, shall pay 3994 /10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the

City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8.

Whereas, the
Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be
sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of
the property liable for assessment for the costs of the improvement requested
thereby; the advisability of the improvements set forth above is hereby established as authorized
by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it

further resolved that the above-described improvement is hereby authorized and declared to be necessary in
accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which
shall be published once in the official City paper and which shall be effective from and after said
publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of
_____ 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 638 (NORTH OF 13TH, WEST OF GREENWICH) 468-84423** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 638 (NORTH OF 13TH, WEST OF GREENWICH) 468-84423** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-638** adopted on **November 6, 2007** and Resolution **No. 08-037** adopted on **February 5, 2008** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Sewer No. 638 (north of 13th, west of Greenwich) 468-84423**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Eight Hundred Forty-Two Thousand Dollars (\$842,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1

Lots 1 through 4, Block 2

Lots 1 through 4, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 61, Block 1, Lots 1 through 4, Block 2 and Lots 1 through 4, Block 3, WATERFRONT RESIDENTIAL ADDITION, shall each pay 1/69 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90329 (NORTH OF 13TH, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90329 (NORTH OF 13TH, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-637** adopted on **November 6, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90329 (north of 13th, west of Greenwich)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Ninety-Seven Thousand Dollars (\$297,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1

Lots 1 through 4, Block 2

Lots 1 through 4, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined of the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 61, Block 1, Lots 1 through 4, Block 2 and Lots 1 through 4, Block 3, WATERFRONT RESIDENTIAL ADDITION, shall each pay 1/69 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90342 (NORTH OF 13TH, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90342 (NORTH OF 13TH, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-560** adopted on **October 16, 2007**, Resolution No. **07-640** adopted on **November 6, 2007** and Resolution No. **08-002** adopted on **January 8, 2008** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90342 (north of 13th, west Greenwich)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Sixty-Five Thousand Dollars (\$165,000)** and **One Hundred Fifteen Thousand Hundred Dollars (\$115,000)** for the Utility Relocation portion of the project or **Two Hundred Eighty Thousand Dollars (\$280,000)** exclusive of the cost of interest on borrowed money, with **63** percent of the cost of the water main portion of the project payable by the improvement district, **37** percent payable by the Wichita Water Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1
Lots 1 through 4, Block 2
Lots 1 through 4, Block 3

WATERFRONT 6TH ADDITION

Lot 4, Block 1

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

WATERLINE:

Lots 1 through 25, Block 1; WATERFRONT RESIDENTIAL ADDITION, shall each pay 46/10,000 of the total cost payable by the improvement district. Lots 26 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; WATERFRONT RESIDENTIAL ADDITION, shall each pay 45/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; WATERFRONT 6TH ADDITION, shall pay 1940/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; GREENWICH OFFICE PARK ADDITION, shall pay 1346/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; GREENWICH OFFICE PARK ADDITION, shall pay 458/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; GREENWICH OFFICE PARK ADDITION, shall pay 3126/10,000 of the total cost payable by the improvement district.

UTILITY RELOCATION:

Lots 1 through 23, Block 1; WATERFRONT RESIDENTIAL ADDITION, shall each pay 54/10,000 of the total cost payable by the improvement district. Lots 24 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; WATERFRONT RESIDENTIAL ADDITION, shall each pay 53/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; WATERFRONT 6TH ADDITION, shall pay 6320/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)



1716 E. Douglas

N KANSAS AVE

E DOUGLAS AVE

S KANSAS AVE

N HYDRAULIC-AVE

ST HYDRAULIC AVE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 4/28/2008	4. Project Description & Location Facade improvement at 1716 E Douglas
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			TOTAL
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Facade	\$7,875	\$23,625	\$31,500
Totals	\$7,875	\$23,625	\$31,500
Total CIP Amount Budgeted			
Total Prelim. Estimate			

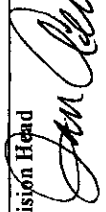
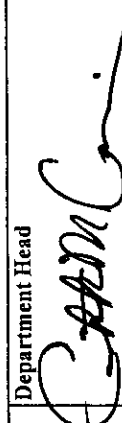
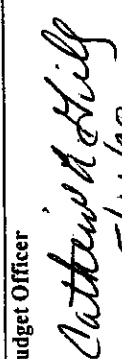
Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84724

13. Recommendation: Approve the petition and adopt the resolution

Division Head 	Department Head 	Budget Officer 	City Manager
Date	Date	Date	Date

RECEIVED

MAY 13 '08

FACADE IMPROVEMENT PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record (Raleigh W. Hinman and Rhandalee D. Hinman) as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 15, 17, 19 and 21, on Douglas Avenue, Mosbacher's Addition to the City of Wichita,
Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That it is necessary and in the public interest to construct improvements to area walls on public ways or land abutting public ways consisting of facade improvements to the portion of 1716 E. Douglas that abuts public ways at Douglas Avenue.
- (b) That the estimated and probable cost of the foregoing improvements is Thirty One Thousand Five Hundred Dollars (\$31,500) exclusive of the cost of interest on borrowed money, with 75% paid by the improvement district and 25% paid by the City-at-Large.
- (c) That the boundaries of the improvement district include the lots, parcels or tracts above described.
- (d) That 75 percent of the total actual cost of the improvements be assessed against the improvement district.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis: Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.



4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

IMPROVEMENT DISTRICT

Lots 15, 17, 19, and 21, on
Douglas Avenue, Mosbacher's Addition,
to the City of Wichita,
Sedgwick County, Kansas

By:		4/28/2008
	Kaleigh W. Hinman	
By:		4/28/2008
	Rhondalee D. Hinman	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Bill Morris
Name Bill Morris

PW - Eng
Address

4548
Telephone Number

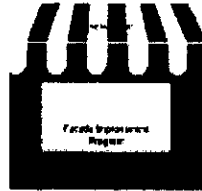
Sworn to and subscribed before me this 13 day of May, 2008.



Jim Edwards
Deputy City Clerk



FACADE IMPROVEMENT PROGRAM



APPLICATION FORM

Name of Applicant Raleigh W. and Rhondalee D. Hinman
Name of Business Vacant Retail
Address of Business 176 E. Douglas Ave. Lots 15, 17, 19 and 21 on Douglas Ave. Mosbacher's
Addition to the City of Wichita, Sedgwick County, Kansas.
Telephone Number _____ Fax Number _____
E-Mail Address _____
Type of Business Vacant Retail

Applicant is the ☒ Property Owner ☐ Business Owner ☐ Other _____

How long has the business been at the current address? Purchased 02/28/2008

When does your current lease expire? N/A

Property Owner's Name: (if different) Same as Above

Property Owner's Address: 1212 N. Topeka, Wichita, KS 67214

Property Owner's Signature Raleigh W. Hinman Rhondalee D. Hinman

Property Owner's Telephone Number: 316 263-8548

NOTE: If you are not the property owner, please have the property owner or an authorized representative co-sign this application. If more than one property owner, please attach a list with name(s) and address(es) of each owner. All owners must sign the petition.

Please provide a description of the scope of work to be accomplished on this facade improvement project:

Moeder & Associates

122 S. Hydraulic
Wichita, KS 67211
City of Wichita Lic. #2525
316-264-8530

Estimate

Date	Estimate #
4/21/2008	Preliminary

Estimate Given To:
Raleigh & Rhandalee Hinman 1212 N. Topeka Wichita, KS 67214

Project
1716 E. Douglas

Quantity	Description	Rate	Amount
1 General			
2 1	Architctural	\$ 500	\$ 500
3 1	Building permit	\$ 250.00	\$ 250
4 50	lin. ft. existing storefront demolition	\$ 10.00	\$ 500
6 Site Work			
7 660	sq. ft. remove and replace City Sidewalk per City specs	\$ 6.25	\$ 4,125.00
8 300	sq. ft. remove and replace City Approach	\$ 11.00	\$ 3,300.00
9 200	sq ft decorative pedestrian paving across front of parking lot. (4 ft x 50ft)	\$ 6.00	\$ 1,200.00
10 24	lin. ft of decorative custom built fencing across front of parking lot	\$ 28.50	\$ 684.00
11 2	period "street light" type lights for entrance lighting	\$ 2,000.00	\$ 4,000.00
13 Masonry Construction			
14 1000	sq. ft. exterior wall repair, power wash, paint	\$ 1.40	\$ 1,400.00
16 Carpentry			
17 40	lin ft. Façade Construction; window, door and tansom framing	\$ 80.00	\$ 3,200.00
19 Thermal and Moisture			
20 6000	sq. ft ceiling insulation		\$ -
22 Doors, Windows and Glass			
23 1	Entry Door, hardware and glazing incuded for 2nd floor apartments	\$ 500.00	\$ 500.00
24 320	sq. ft. tempered glass store front	\$ 7.00	\$ 2,240.00
25 4	replace 2nd floor windows with 1924 period style	\$ 400.00	\$ 1,600.00
27 Specialties			
28 70	lin. ft. of awning skirt for existing awning	\$ 10.00	\$ 700.00
29 7	pair of shutters		\$ -
30 400	sq. ft. repair of existing awning	\$ 1.00	\$ 400.00
32 Mechanical and Electrical			
33 4	Period light fixtures at entrances	\$ 100.00	\$ 400.00
37 TOTAL ALL CATAGORIES			\$ 24,999.00
39 CONTRACTOR OVERHEAD		10%	\$ 2,499.90
40 CONTRACTOR PROFIT		10%	\$ 2,499.90
41 TOTAL ESTIMATE OF DAMAGES			\$ 30,000.00

MOEDER & ASSOCIATES

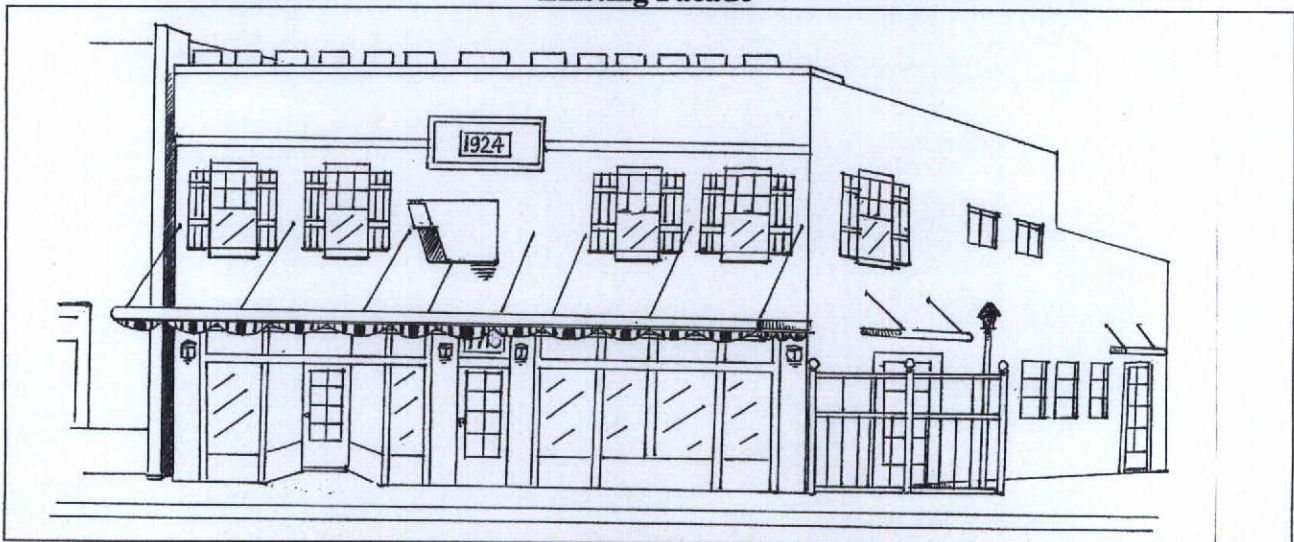
Commercial & Investment Real Estate
122 S. Hydraulic, Wichita, KS 67211

Property Management
Project Management
316-264-8530 Fax 264-8530

1716 E. Douglas Proposed Façade Restoration



Existing Façade



Proposed Façade



Proposed Colors

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Petition to Renovate Building Facade at 1716 E. Douglas (north of Douglas, east of Hydraulic). (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: On March 20, 2001, the City Council approved a Facade Improvement Program designed to provide low-cost loans to enhance the visual aesthetics for buildings along Douglas, between Seneca and Washington, and provide an incentive for businesses to improve their property. On August 1, 2006, the City Council expanded the program boundaries to include the Downtown Self Supporting Municipal Improvement District and other areas. Up to two facades per building can be improved with 25% of the cost up to \$15,000 per facade in the form of a forgivable loan. Mid-block buildings are limited to \$10,000 and one facade. The owners of a building located on the north side of Douglas, between Hydraulic and Kansas Street have submitted the required Petition. The signatures on the Petition represent 100% of the improvement district.

The project has received approval of the Design Council. The building location does not require approval of the Design Review Committee of the Historic Preservation Board.

Analysis: The existing building is a two story commercial building. The facade project will install a new exterior finish, awnings and lighting. Windows and doors will be repaired/replaced as needed.

Financial Considerations: The project budget is \$31,500 with \$23,625 paid by special assessments and \$7,875 as a forgivable loan. The City Council has allocated \$761,000 for the forgivable loan component of the Facade Program. With the approval of this project, \$420,393 will be available for future projects.

Goal Impact: This project addresses the Vibrant Neighborhood goal by facilitating improvements to a privately owned building in the facade improvement program area.

Legal Considerations: State Statutes provide the City Council authority to use special assessment funding for the project.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, Petition, Resolution and Application.

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING IMPROVEMENTS TO **AREA WALLS ON PUBLIC WAYS OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FAÇADE IMPROVEMENTS TO THE PORTION OF 1716 EAST DOUGLAS THAT ABUTS PUBLIC WAYS AT DOUGLAS AVENUE (NORTH OF DOUGLAS, EAST OF HYDRAULIC) 472-84724** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING IMPROVEMENTS TO **AREA WALLS ON PUBLIC WAYS OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FAÇADE IMPROVEMENTS TO THE PORTION OF 1716 EAST DOUGLAS THAT ABUTS PUBLIC WAYS AT DOUGLAS AVENUE (NORTH OF DOUGLAS, EAST OF HYDRAULIC) 472-84724** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing improvements to **area walls on public ways or land abutting public ways consisting of façade improvements to the portion of 1716 East Douglas that abuts public ways at Douglas Avenue (north of Douglas, east of Hydraulic) 472-84724.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 2 hereof is estimated to **Thirty-One Thousand Five Hundred Dollars (\$31,500)** exclusive of the cost of interest on borrowed money, with **75** percent payable by the improvement district and **25** percent payable by the City-at-Large.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

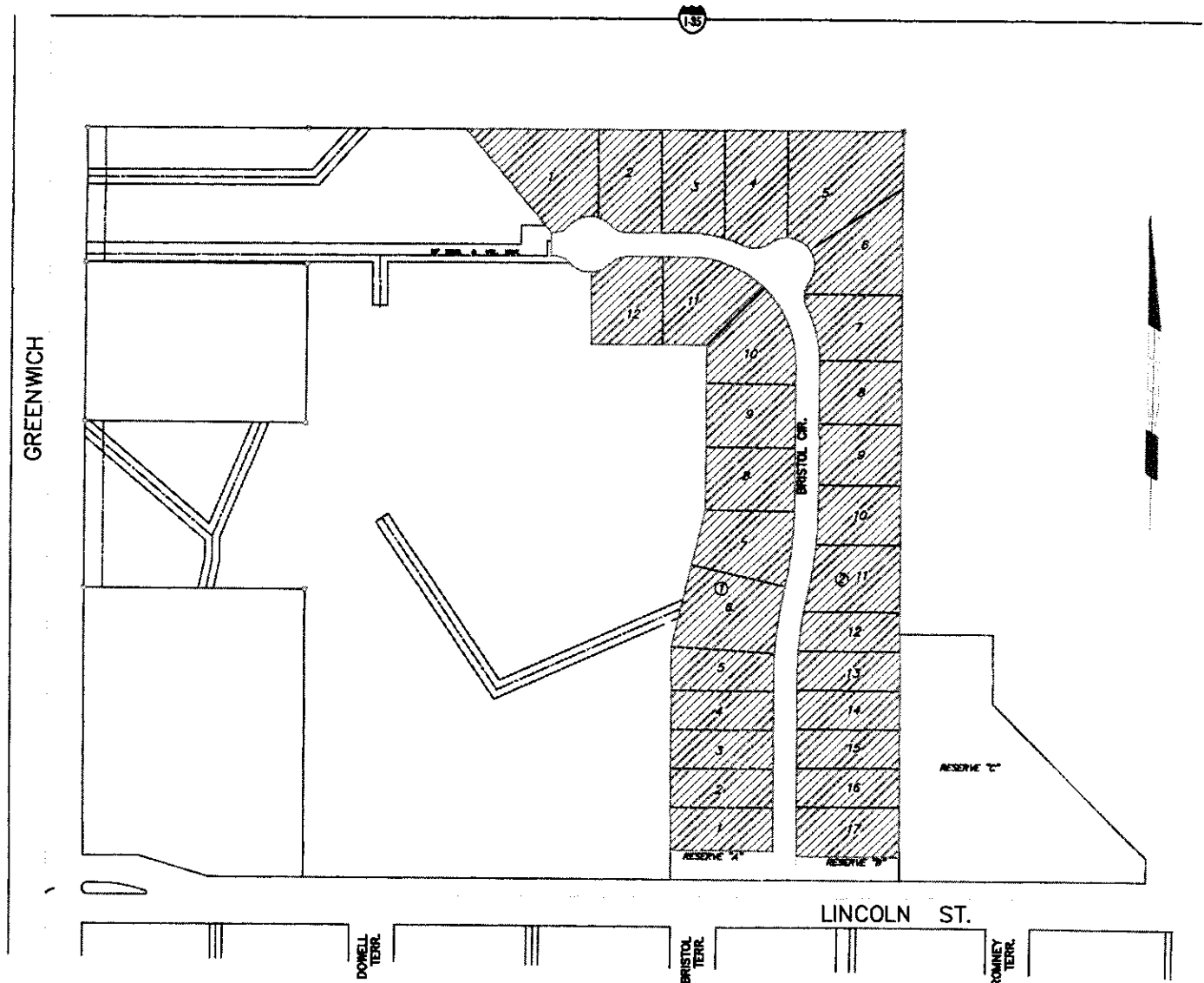
CARL BREWER, MAYOR

ATTEST:

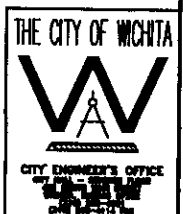
KAREN SUBLETT, CITY CLERK

(SEAL)

CEDAR VIEW VILLAGE ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project ☐

To Revise Project ☒

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 5/12/2008	4. Project Description & Location Storm Water Drain for Cedar View Village Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage		\$183,000		\$183,000
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals		\$183,000		\$183,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

Platting Required ☒

Lot Split ☒

Petition ☒

Ordered by WCC

Yes

No

Remarks:


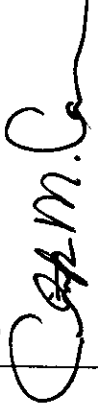
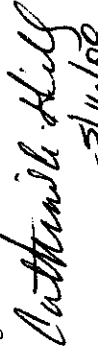
100% Petition

* Storm Water Utility

SWD 343

468-84463

13. Recommendation: Approve the petition and Adopt the resolution

Division Head 	Department Head 	Budget Officer 	City Manager
Date	Date	Date	Date

RECEIVED



APR 23 '08

STORM WATER SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SWD 343
468-84463

CEDAR VIEW VILLAGE ADDITION
Lots 1 through 12, Block 1;
Lots 1 through 17, Block 2;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Eighty Three Thousand Dollars (\$183,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 5, Block 1; and Lots 12 through 13, Block 2; Cedar View Village Addition shall each pay 206/10,000 of the total cost payable by the improvement district. Lots 14 through 17, Block 2; Cedar View Village shall each pay 227/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; Cedar View Village Addition shall each pay 425/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

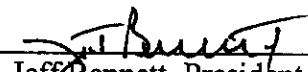
LEGAL DESCRIPTION	SIGNATURE	DATE
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CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1; and Lots 1 through 17, Block 2; Cedar View Village Addition, an addition to Wichita, Sedgwick County, Kansas.

WOODLAND WICHITA, LLC

By:


Jeff Bennett, President

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia X. Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 23 day of April 20 08.



Ann Edwards
Deputy City Clerk

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: Petition for Storm Water Drain in Cedar View Village Addition (east of Greenwich, south of Kellogg). (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On December 4, 2007, the City Council approved a petition to construct a storm water drain in Cedar View Village Addition. Based on recent bid prices, the existing Petition does not have sufficient budget to award a construction contract. The developer has submitted a new Petition to increase the project budget. The signature on the Petition represents 100% of the improvement district.

Analysis: The project will provide drainage improvements for a new residential development located east of Greenwich, south of Kellogg.

Financial Considerations: The existing Petition totals \$58,000. The new Petition totals \$183,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing drainage improvements required for a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 343 (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84463** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 343 (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84463** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-690** adopted on **December 4, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 343 (east of Greenwich, south Kellogg) 468-84463**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Eighty-Three Thousand Dollars (\$183,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1

Lots 1 through 17, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 12 through 13, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 206/10,000 of the total cost payable by the improvement district. Lots 14 through 17, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 227/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; CEDAR VIEW VILLAGE ADDITION shall each pay 425/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

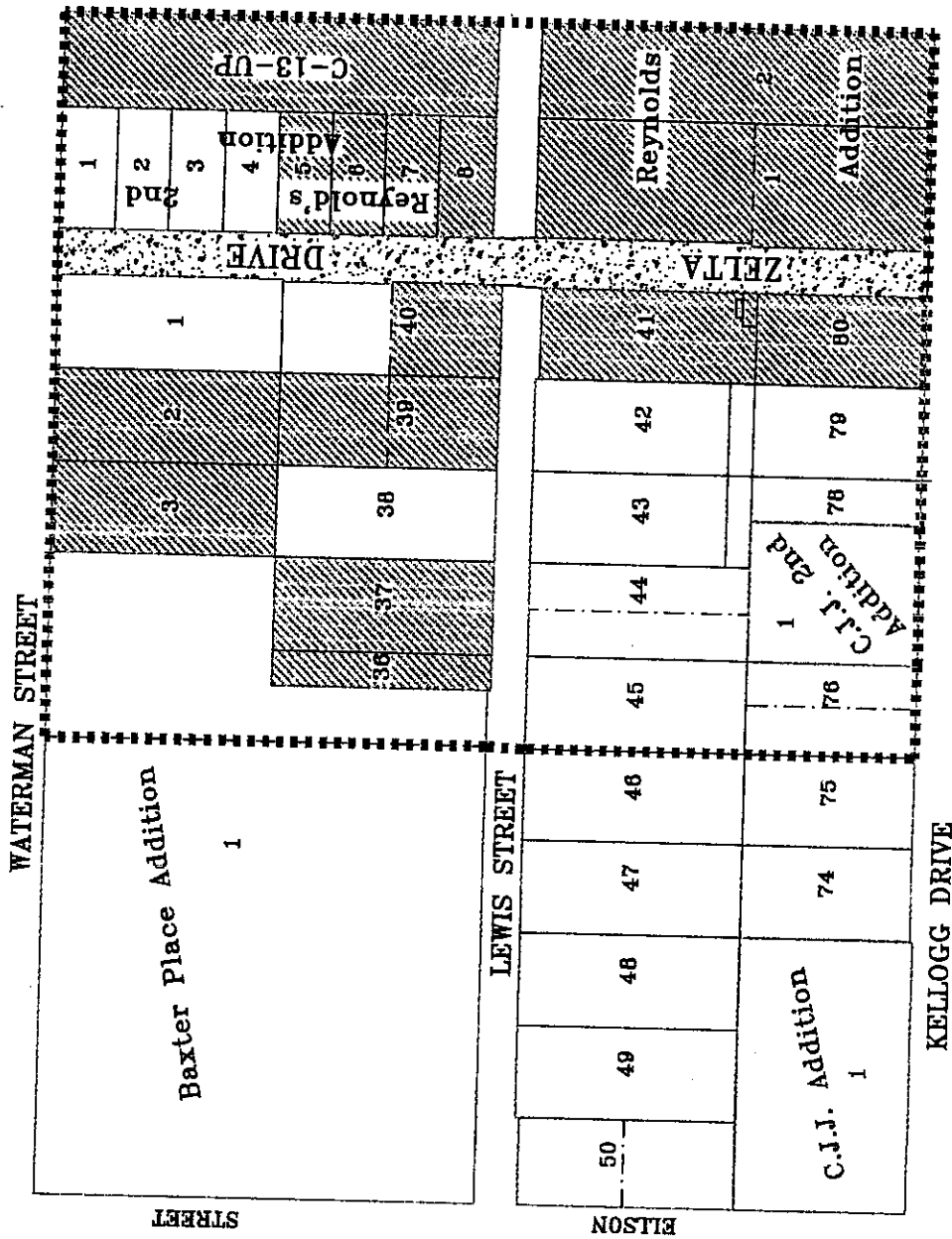
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

PROPOSED PAVING OF ZELTA FROM KELLOGG TO WATERMAN



IMPROVEMENT DISTRICT ■■■■■■■■■■
 PROPOSED PAVING ■■■■■■■■■■
 AREA SIGNED ■■■■■■■■■■

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

	X
--	---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 4/30/2008	4. Project Description & Location Pave Zella, between Kellogg and Waterman	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO	SA	LST	TOTAL
Right of Way				
Paving, grading & const.	\$15,500	\$169,500	\$135,000	\$320,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	\$15,500	\$169,500	\$135,000	\$320,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84300

13. Recommendation: Approve the petition and adopt the resolution

Division Head <i>Ray Jan</i>	Department Head <i>Let M. Co.</i>	Budget Officer <i>[Signature]</i>	City Manager
For Jim Armour		Date	Date

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Zelta paving, from Kellogg to Waterman. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On November 1, 2005, the City Council approved a Petition to pave Zelta, from Kellogg to Waterman. The estimated project cost was \$185,000. Local Sales Tax funding in the amount of \$50,000 was also added to the project as an estimate for a freeway connection to the future Kellogg project based on preliminary concepts from 1999. Final plans for the East Kellogg freeway currently being developed identified a much larger scope of work necessary to be done at the time to avoid having to replace new pavement when the freeway project is constructed. The project has been completed and the cost of the Freeway connection is \$135,000.

Analysis: The project provides paved access to a mixed-use developed area.

Financial Considerations: The project budget contained in the Petition is \$185,000 with \$169,500 assessed to the improvement district and \$15,500 paid by General Obligation Bonds for the Zelta intersections at Lewis and Waterman. The total Local Sales Tax funding needed is \$135,000 for a total budget of \$320,000. Funding for the increased Local Sales Tax funds is available in the East Kellogg Freeway project.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paved access to a residential and commercial area.

Legal Considerations: State Statutes provide the City Council the authority to add Local Sales Tax funding to the project budget.

Recommendation/Action: It is recommended that the City Council approve the budget increase, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ZELTA DRIVE FROM THE NORTH LINE OF KELLOGG DR. TO THE SOUTH LINE OF WATERMAN ST. (NORTH OF KELLOGG, EAST OF GREENWICH) 472-84300** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **ZELTA DRIVE FROM THE NORTH LINE OF KELLOGG DR. TO THE SOUTH LINE OF WATERMAN ST. (NORTH OF KELLOGG, EAST OF GREENWICH) 472-84300** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **05-538** adopted on **November 1, 2005** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on **Zelta Drive from the north line of Kellogg Dr. to the south line of Waterman St. (north of Kellogg, east of Greenwich) 472-84300.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Three Hundred Twenty Thousand Dollars (\$320,000)** exclusive of the cost of interest on borrowed money, with \$169,500 payable by the improvement district, \$15,500 payable by General Obligation Bonds and \$135,000 payable by the Local Sales Tax. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2005** exclusive of the costs of temporary financing

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LINWOOD ACRES

Lots 1 through 3, Inclusive
The S 48' of Lot 36
Lots 37 through 39, Inclusive
Lot 40 except the E 3' of the N ½
Lot 41 except the N 5'
Lots 42 through 44, Inclusive, Lot 45 except the W 2.5 Ft
Lot 76 except the S 13' for St except the N 13' of the S 67.8' for St. except the W2.5 Ft
and E ½ Lot 78 except S 13'
Lots 79 and 80 except .165A St. Hwy

C.J.J. 2ND ADDITION

Lot 1

BAXTER PLACE ADDITION

Lot 1 except the W 632.5 Ft

REYNOLD'S ADDITION

Lots 1 except the W5' of the N 298'
Lot 2

REYNOLD'S 2ND ADDITION

Lots 1 through 8, Inclusive

UNPLATTED TRACTS

In Section 27, TWP7S, R2E

Beginning 200' E of the SW corner of the SE 1/4, thence E 130' N 1320' W 130' S to the beginning except Highway & except S ½ now platted as part of Reynolds Add.
(C-13-UP)

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment

Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

COUNTRY HOLLOW ADDITION

KELLOGG ST./US 54



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

	X
--	---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 5/12/2008	4. Project Description & Location Sanitary Sewer for part of Country Hollow Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$178,000	
Sidewalk			
Water			
Other			
Totals		\$178,000	\$178,000
Total CIP Amount Budgeted			\$178,000
Total Prelim. Estimate			
13. Recommendation: Approve the petition and adopt the Resolution			

12A.

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:

100% Petition
* Sanitary Sewer Utility
Lateral 387, FMC
468-84103

Division Head <i>Jan Amour</i>	Department Head <i>C. M. Co.</i>	Budget Officer <i>Anthony D. Hill</i>	City Manager
		Date 5/16/08	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
1. Prepare in triplicate
 2. Send original & 2 copies to budget.
 3. City Manager to sign all copies.
 4. File original w/ initiating resolution in City Clerk.
 5. Return 2nd copy to initiating department.
 6. Send 3rd copy to Controller.

To Initiate Project	
To Revise Project	X

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 5/12/2008	4. Project Description & Location Storm Water Drain for Country Hollow Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage		\$308,000		\$308,000
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals		\$308,000		\$308,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and Adopt the resolution				

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Storm Water Utility

SWD 281

468-84114

Division Head	Department Head	Budget Officer	City Manager
<i>Sam Anderson</i>	<i>Jeff Mc</i>	<i>Arthur A. Haly</i>	<i>Arthur A. Haly</i>
		Date	Date
		5/16/08	5/16/08

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

1. Prepare in triplicate

USE:

To Initiate Project

To Revise Project

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

	X
--	---

Water Distribution System for Country Hollow Addition

4. Project Description & Location

3. Date

5/12/2008

2. Initiating Division

Eng

1. Initiating Department

Public Works

8. Approved by WCC Date

7. CIP Project Date (Year)

2008

6. Accounting Number

5. CIP Project Number

NI-200424

11. Project Revised

10. Estimated Completion Date

9. Estimated Start Date

As Required

12. Project Cost Estimate

12A.

Yes	No
X	

Platting Required	
Lot Split	
Petition	X
Ordered by WCC	

Remarks:

100% Petition

* Water Utility

448-90157

12. Project Cost Estimate

GO

SA

OTHER *

TOTAL

Right of Way

Paving, grading & const.

Bridge & Culverts

Drainage

Sanitary Sewer

Sidewalk

Water

Other

Totals

Total CIP Amount Budgeted

Total Prelim. Estimate

13. Recommendation: Approve the Petition and adopt the Resolution

City Manager

Budget Officer

Department Head

Division Head

Anthony A. Hull

Date

5/16/08

John R. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

John M. ...

RECEIVED

MAR 17 '08

CITY CLERK OFFICE

SANITARY SEWER LATERAL PETITION
PHASE 2

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lateral 397,
FMC
468-84103

COUNTRY HOLLOW ADDITION

Lots 37 & 38, Block 2;
Lots 7 through 11, & Lots 20 through 28, Block 4;
Lots 1 through 31, Block 5;

UNPLATTED TRACTS

Commercial Tract - The North 475 feet of the following described tract of land lying in the Northwest Quarter, Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter, thence along the West line of said Northwest Quarter on a Kansas Coordinate System 1983 South Zone Grid Bearing of S00°44'22"E, 108.12 feet; thence N88°58'04"E 30.00 feet to the **POINT OF BEGINNING**, thence N88°58'04"E, 949.55 feet; thence S21°56'19"E, 476.30 feet; thence S88°43'30"W, 216.72 feet; thence S00°44'11"E, 743.43 feet; thence S89°15'49"W, 905.02 feet; thence N00°44'22"W, 1184.62 feet to the **POINT OF BEGINNING**.

Said tract **CONTAINS**: 488,115 square feet or 11.2 acres of land, more or less.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a sanitary sewer lateral to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the sanitary sewer lateral is One Hundred Seventy Eight Thousand Dollars (\$178,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after January 1, 2008.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 37 & 38, Block 2; Lots 7 through 9, & Lots 25 through 28, Block 4; and Lot 1, Block 5; Country Hollow Addition shall each pay 152/110,000 of the total cost payable by the improvement district. Lots 10 and 11, & Lots 20 through 24, Block 4; and Lots 2 through 31, Block 5; Country Hollow Addition shall each pay 202/10,000 of the total cost payable by the improvement district. The Unplatted Commercial Tract shall pay 1006/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than

one lateral sewer.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Rachel A. Sanders
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 17th day of March 2008.



Deborah A. Hedlock
Deputy City Clerk

DRAINAGE PETITION
LAKES PHASE 2

RECEIVED

MAR 17 2008

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SWD 281
468-84114

COUNTRY HOLLOW ADDITION

Lots 37 & 38, Block 2;
Lots 7 through 28, Block 4;
Lots 1 through 24, Block 5;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Three Hundred Eight Thousand Dollars (\$308,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

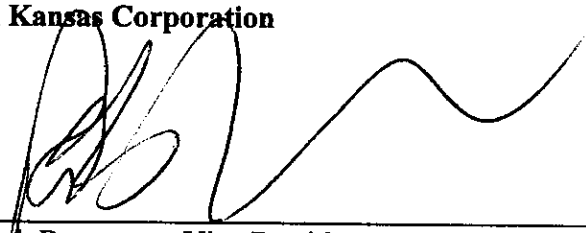
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 37 & 38, Block 2; Lots 7 through 28, Block 4; and Lots 1 through 24, Block 5; Country Hollow Addition shall each pay 1/47 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>COUNTRY HOLLOW ADDITION</u> Lots 37 & 38, Block 2; Lots 7 through 28, Block 4; and Lots 1 through 24, Block 5; Country Hollow Addition, an addition to Wichita, Sedgwick County, Kansas.	RITCHIE DEVELOPMENT CORPORATION A Kansas Corporation 	
	By: _____ Rob Ramseyer, Vice President	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Rachel A. Sanders
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 17th day of March 2008.



Deborah A. Ladlock
Deputy City Clerk

WATER DISTRIBUTION SYSTEM PETITION
PHASE 2

RECEIVED

To the Mayor and City Council
Wichita, Kansas

MAR 17 '08

Dear Council Members:

CITY CLERK OFFICE

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

COUNTRY HOLLOW ADDITION

Lots 37 & 38, Block 2;

Lots 7 through 11, & 20 through 28, Block 4;

Lots 1 through 24, Block 5;

448-90157

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Thirty Four Thousand Dollars (\$134,000.00) exclusive of the cost of interest on borrowed money, with 98 percent payable by the improvement district; and 2 percent payable by the City at Large. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign,

Country Hollow Addition – Water Phase 2 Petition

GJA/cw 04429 **REPETITION #448-90157**

Page 1

repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 37 & 38, Block 2; Lots 7 through 11, & 20 through 28, Block 4; and Lots 1 through 24, Block 5; Country Hollow Addition shall each pay 1/40 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

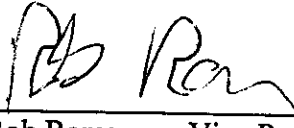
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>COUNTRY HOLLOW ADDITION</u> Lots 37 & 38, Block 2; Lots 7 through 11, & 20 through 28, Block 4; and Lots 1 through 24, Block 5; Country Hollow Addition, an addition to Wichita, Sedgwick County, Kansas.	RITCHIE DEVELOPMENT CORPORATION A Kansas Corporation By:  Rob Ramseyer, Vice President	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Rachel A. Sanders
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 17th day of March 2008.



Robert A. Sadlock
Deputy City Clerk

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer, Drainage and Water Distribution Systems to serve part of Country Hollow Addition (south of Kellogg, east of 127th St. East). (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by an owner representing 100% of the improvement districts.

Analysis: The projects will provide sanitary sewer, drainage and water service for a new residential development located south of Kellogg, east of 127th St. East.

Financial Considerations: The Petitions total \$620,000. The funding source is special assessments except for the water distribution system, which includes \$2,700 paid by the Water Utility for oversizing the pipe to serve future development outside the improvement district.

Goal Impact: The projects address the Efficient Infrastructure goal by providing public improvements required for new development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, CIP Sheets, Petitions and Resolutions.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 387, FOUR MILE CREEK SEWER (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST) 468-84103** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 387, FOUR MILE CREEK SEWER (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST) 468-84103** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **06-011** adopted on **January 10, 2006** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 387, Four Mile Creek Sewer (south of Kellogg, east of 127th St. East) 468-84103**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Seventy-Eight Thousand Dollars (\$178,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

COUNTRY HOLLOW ADDITION

Lots 37 and 38, Block 2
Lots 7 through 11, and Lots 20 through 28, Block 4
Lots 1 through 31, Block 5

UNPLATTED TRACTS

Commercial Tract – The North 475 feet of the following described tract of land lying in the Northwest Quarter, Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows: **COMMENCING** at the Northwest corner of the Northwest Quarter, thence along the West line of said Northwest Quarter on a Kansas Coordinate System 1983 South Zone Grid Bearing of S00°44'22"E, 108.12 feet; thence N88°58'04"E 30.00 feet to **POINT OF BEGINNING**, thence N88°58'04"E. 949.55 feet; thence S21°56'19"E, 476.30 feet; thence S88°43'30"W, 216.72 feet; thence S00°44'11"E, 743.43 feet; thence S89°15'49"W, 905.02 feet; thence N00°44'22"W, 1184.62 feet to the **POINT OF BEGINNING**.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 37 and 38, Block 2; Lots 7 through 9, and Lots 25 through 28, Block 4; and Lot 1, Block 5; COUNTRY HOLLOW ADDITION shall each pay 152/110,000 of the total cost payable by the improvement district. Lots 10 and 11, and Lots 20 through 24, Block 4; and Lots 2 through 31, Block 5; COUNTRY HOLLOW ADDITION shall each pay 202/10,000 of the total cost payable by the improvement district. THE UNPLATTED COMMERCIALTRACT shall pay 1006/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 281 (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST) 468-84114** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 281 (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST) 468-84114** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 05-581** adopted on **November 8, 2005** and Resolution **No. 06-657** adopted on **December 12, 2006** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 281 (south of Kellogg, east of 127th St. East) 468-84114**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Three Hundred Eight Thousand Dollars (\$308,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

COUNTRY HOLLOW ADDITION

Lots 37 and 38, Block 2
Lots 7 through 28, Block 4
Lots 1 through 24, Block 5

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 37 and 38, Block 2; COUNTRY HOLLOW ADDITION shall each pay 105/10,000 of the total cost payable by the improvement district. Lots 7 through 11, and 20 through 28, Block 4; and Lots 1 through 24, Block 5; COUNTRY HOLLOW ADDITION shall each pay 213/10,000 of the total cost payable by the improvement district. Lots 12 through 19, Block 4; COUNTRY HOLLOW ADDITION shall each pay 212/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90157 (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90157 (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **06-187** adopted on **April 25, 2006** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90157 (south of Kellogg, east of 127th St. East)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Thirty-Four Thousand Dollars (\$134,000)** exclusive of the cost of interest on borrowed money, with **98** percent payable by the improvement district and **2** percent payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

COUNTRY HOLLOW ADDITION

Lots 37 and 38, Block 2

Lots 7 through 11 and 20 through 28, Block 4

Lots 1 through 24, Block 5

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 37 and 38, Block 2, Lots 7 through 11 and 20 through 28, Block 4 and Lots 1 through 24, Block 5, COUNTRY HOLLOW ADDITION shall each pay 1/40 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
- To Initiate Project ☒ X
- To Revise Project ☐
1. Prepare in triplicate
 2. Send original & 2 copies to budget.
 3. City Manager to sign all copies.
 4. File original w/ initiating resolution in City Clerk.
 5. Return 2nd copy to initiating department.
 6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 5/12/2008	4. Project Description & Location Street lights on Douglas, west of Oliver	
5. CIP Project Number NL-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Street Lights		\$11,250		\$11,250
Totals		\$11,250		\$11,250
Total CIP Amount Budgeted				
Total Prelim. Estimate				

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84729

13. Recommendation: Approve the petition and adopt the resolution

Division Head <i>Jan Anderson</i>	Department Head <i>Carl M. Co.</i>	Budget Officer <i>Anthony D. Hill</i>	City Manager
		Date 5/16/08	Date

RECEIVED

MAY 01 '08

STREETLIGHT PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Wasson Manor Addition

Tract 1: Res A except south 10 feet dedicated for street

American Addition

Tract 2: Lot 1, Block A

472-24789

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (Douglas and
Oliver
Intersection)
- (a) That there be installed period streetlighting along Douglas from Dellrose to approximately half a block west of Dellrose. That said streetlights between aforesaid limits be installed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
 - (b) That the estimated and probable cost of the foregoing improvement being **Eleven Thousand Two Hundred Fifty Dollars (\$11,250)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **March 31, 2008**.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
 - (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **fractional basis** with Tract 1 paying (**6728/11250**) and Tract 2 paying (**4522/11250**) of the total cost assessed to the improvement district. With all tracts being described above.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.



Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Wasson Manor Addition		
Tract 1: Res A Except South 10 Feet Dedicated For Street	Landreth Commercial Property LLC 	4/28/08
American Addition		
Tract 2: Lot 1, Block A	MULVANE STATE BANK 	Trs/CEO 4/23/08

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellies
Name

455 N Main
Address

268 - 4632
Telephone Number

Sworn to and subscribed before me this 1st day of May, 2008.

Robert J. Indlock
Deputy City Clerk



City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for Ornamental Street Lights on Douglas, west of Dellrose. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: On April 15, 2008, the City Council approved a construction contract to improve the intersection of Douglas and Oliver. A part of the work is the installation of ornamental street lights at the request of adjacent businesses. Two property owners on Douglas at Dellrose have agreed to contribute to the project with Special Assessment funding for ornamental lights adjacent to their property. They have submitted a Petition representing 100% of the improvement district.

Analysis: The street lights are designed to reflect the character of the College Hill business community.

Financial Considerations: The estimated project cost of \$11,250 with the total paid by Special Assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving an important arterial intersection.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION TO **INSTALL PERIOD STREETLIGHTING ALONG DOUGLAS FROM DELLROSE TO APPROXIMATELY HALF A BLOCK WEST OF DELLROSE (DOUGLAS AND OLIVER INTERSECTION) 472-84729** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTION TO **INSTALL PERIOD STREETLIGHTING ALONG DOUGLAS FROM DELLROSE TO APPROXIMATELY HALF A BLOCK WEST OF DELLROSE (DOUGLAS AND OLIVER INTERSECTION) 472-84729** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize construction to **install period streetlighting along Douglas from Dellrose to approximately half a block west of Dellrose (Douglas and Oliver intersection) 472-84729.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Eleven Thousand Two Hundred Fifty Dollars (\$11,250)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **March 31, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WASSON MANOR ADDITION

Tract 1: Res A except south 10 feet dedicated for street

AMERICAN ADDITION

Tract 2: Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with TRACT 1 paying 6728/11250 and TRACT 2 paying 4522/11250 of the total cost assessed to the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

CONTRACT
between
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
and
DEPARTMENT OF ENVIRONMENTAL SERVICES
for
FOOD SERVICE ESTABLISHMENT INSPECTION AND REGULATORY SERVICES

This CONTRACT, to be effective July 1, 2008, and to terminate June 30, 2009, states the agreement of the parties, the Kansas Department of Health and Environment (KDHE) and the Department of Environmental Services (LOCAL AGENCY), relating to the inspection of food service establishments located in Sedgwick County, Kansas.

The KDHE has determined that the LOCAL AGENCY is a qualified political subdivision of the State of Kansas and is authorized to act under contract as an agent of the KDHE in providing food service establishment inspection and regulatory services in Sedgwick County, Kansas. KDHE has further determined that it is feasible and proper to contract with the LOCAL AGENCY for such purposes.

NOW, THEREFORE, in consideration of the promises and duties set forth herein below, the parties agree as follows:

THE PARTIES MUTUALLY AGREE THAT:

1. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto and made a part hereof by reference, are hereby incorporated in this contract.
2. The staff of the KDHE and the LOCAL AGENCY shall carry out joint inspections and/or joint activities as may be appropriate to enhance training, promote coordination and protect the public health.
3. The KDHE and the LOCAL AGENCY shall jointly develop reporting procedures, which shall be used by the LOCAL AGENCY.
4. In the event the LOCAL AGENCY fails to perform its duties hereunder or should this contract be terminated for any other reason, the KDHE may, at its sole discretion, perform said services on behalf of the LOCAL AGENCY. The KDHE shall then be entitled to reimbursement of all reasonable costs and expenses for said services and the LOCAL AGENCY shall remit said costs and expenses to the KDHE immediately upon request. Reimbursement shall be determined based upon the current license fee and the number of establishments, which the LOCAL AGENCY failed to inspect during the state fiscal year.
5. This contract may be terminated by either party by giving thirty (30) days written notice to the other party. This contract, including attachments, may be modified, extended and/or amended as necessary if such modification, extension and/or amendment is in writing and executed with the same formality as this contract.

KDHE AGREES TO:

6. Designate and accept the LOCAL AGENCY as its agent to provide inspection and regulatory services as necessary for all food service establishments located in Sedgwick County, Kansas as required under K.S.A. 36-501 *et seq.* and regulations adopted pursuant thereto.
7. Provide quarterly performance reports, consultation and training opportunities, and standardization and program evaluation services to the LOCAL AGENCY to assist in providing regulatory services protecting the health of consumers.
8. Pay the LOCAL AGENCY compensation for such food service establishment inspections and regulatory services an amount equal to 80% of the license and application fees received from food service establishments in the county served by the LOCAL AGENCY. All expenditures from the Food Service Inspection Reimbursement Fund shall be made in accordance with appropriation acts upon warrants of the Director of Accounts and Reports issued pursuant to vouchers approved by the Secretary of KDHE or their designee as provided in K.S.A. 36-512. All payments shall be made quarterly and shall be initiated on October 15, 2008, and on the fifteenth day of the first month after the start of each new quarter (October 15, January 15, April 15, July 15) thereafter during the term of this contract.
9. Provide an annual performance standards report addressing the LOCAL AGENCY=s duties hereunder.
10. Provide inspection and regulatory services to all complimentary food service establishments located in lodging establishments.

The LOCAL AGENCY AGREES TO:

11. Provide inspection and regulatory services, excluding agency enforcement actions requiring embargoes, assessment of civil penalties, closure (other than voluntary), or revocation or suspension of license, as necessary for all food service establishments, mobile units, seasonal and temporary operations, located in Sedgwick County, Kansas as required under the Kansas Food Service and Lodging Establishments Act K.S.A. 36-501 *et seq.* and regulations adopted pursuant thereto. Said regulatory services shall include, but are not limited to, the following:
 - a) Providing regulatory inspections which identify uncontrolled hazards/critical risk factors and to take necessary actions to minimize the recurrence of such factors.
 - b) Initiating appropriate regulatory actions to reduce the recurrence of uncontrolled hazards/critical risk factors by obtaining correction on site of risk factor violations, conducting re-inspections, issuing notices of non-compliance, implementing risk control plans, requesting administrative review on non-compliance issues for penalties, emergency license suspension or license revocation and such further and other regulatory actions as are necessary and in accord with the KDHE Food Safety and Consumer Protection procedures.

- c) Providing regulatory inspection reports and photo documentation that completely and accurately corroborate food service establishment food safety compliance. All food service establishment inspections and investigations shall be documented on forms designed by the KDHE, and inspection reports shall be submitted to the KDHE no later than 7 working days from the date of inspection or investigation.
- d) Providing inspection and regulatory services that are uniform and consistent with the KDHE Food Safety and Consumer Protection policies and procedures.
- e) Communicating closely with KDHE to ensure uniform protection of public health.
- f) Providing professional inspection equipment including, but not limited to: chemical test strips, 35 mm or digital cameras, digital thermometers or thermocouples, flashlights, and hair restraints.

12. Provide an adequate and trained regulatory staff to maintain proper inspection services in relation to food service establishments and, at a minimum:

- a) Maintain at least one (1) full time employee or FTE equivalent dedicated to food safety and continue to maintain a satisfactory number of full time employees to adequately fulfill the necessary regulatory services. The recommended ratio of full time employees to establishments is 1: 250-300.
- b) Ensure that all new regulatory staff satisfactorily complete field training as prescribed by the KDHE Food Safety and Consumer Protection Section procedures.
- c) Ensure that all regulatory staff satisfactorily complete the Kansas Training Plan within two (2) years of hire.
- d) Ensure that all regulatory staff successfully complete standardization certification as necessary to comply with the KDHE Food Protection and Consumer Safety procedures.
- e) Ensure that all regulatory staff satisfactorily complete at least ten (10) contact hours of continuing education during the contract year. Regulatory staff shall attend all training opportunities provided by KDHE Food Safety and Consumer Protection Program to ensure uniformity. Documentation of contact hours shall be submitted to the KDHE Food Safety and Consumer Protection program.
- f) Ensure that all new employees performing contract food inspections possess at least a Bachelor's Degree of Science in a biological or physical science.
- g) Ensure that inspection staff who only conduct food service inspections on a part time or back-up basis must meet the requirements stated in KDHE policy 02-003 regarding Maintenance of Inspector Number.

- h) Provide such further and other staff related assurances and training as requested by the KDHE.
- 13. Provide at least one (1) annual inspection per licensed establishment as required by K.S.A.36-505.
- 14. Conduct at least two (2) annual inspections of all participating schools as required by Public Law 108-265 Amended section 9(h) of the Richard B. Russell National School Lunch Act.
- 15. Conduct all pre-licensing inspections, re-inspections, complaint inspections, foodborne illness investigations and plan reviews as necessary to provide adequate regulatory services to protect the public health.
- 16. Ensure that each full time employee performing food service inspections conducts one (1) Hazardous Analysis Critical Control Point (HACCP) inspection during the term of this contract. Employees may conduct said HACCP inspections in concert with another inspector so long as both inspectors contribute to the writing of the HACCP report, which is to be submitted to the KDHE Food Safety and Consumer Protection Section for approval.
- 17. Require each full time employee inspector performing food service inspections to conduct and submit five (5) Risk Control Plans during the term of this contract year in an effort to reduce the recurrence of hazards/critical risk factors that may adversely impact the health of the public.
- 18. Conduct inspections and/or investigations of consumer complaints, including alleged foodborne illnesses and foodborne illness outbreaks relating to food service establishments, and submit reports of such inspections or investigations in accordance with KDHE policy and procedure.
- 19. Permit the KDHE to conduct training, investigations and/or surveys or program audits of the LOCAL AGENCY and its staff.
- 20. Direct all requests for a hearing pursuant to K.S.A. 36-501 *et seq.* to the KDHE. The LOCAL AGENCY shall make its personnel and resources available to provide relevant testimony, photo documentation and other things necessary for the prosecution of agency actions upon request by the KDHE.
- 21. Provide language assistance designed to ensure meaningful access to services for persons with limited English proficiency pursuant to Title VI of the Civil Rights Act (42 U.S.C. ' 2000d *et seq.*) and 45 C.F.R. ' 80.3(b). Meaningful access as used herein means that the LOCAL AGENCY, its agents, designees and Limited English Proficiency facilitator are able to communicate effectively when services are being provided to persons with limited English proficiency.
- 22. Use funds allocated to the LOCAL AGENCY for the purpose of regulatory work as required herein. Carry over of funds to the next fiscal year will be allowed with written permission from the KDHE prior to the end of the contract year. The LOCAL AGENCY may claim indirect costs at 15% of the amount paid in hereunder. The LOCAL AGENCY shall submit quarterly budgetary reports (November 1, February 1, May 1, and August 1) to the KDHE Food Safety and Consumer Protection Contract Manager regarding the use of inspection funds provided as compensation for food service

establishment inspections. Quarterly reports shall be submitted on forms provided by the KDHE.

23. Repeal all ordinances, regulations and/or resolutions related to food service establishments required to be licensed by the KDHE and cease collection of all fees assessed thereunder. This paragraph shall not prohibit the adoption of any ordinance, regulation and/or resolutions solely related to food service worker or food service manager training, provided that such training shall be coordinated and approved by the KDHE. Request for exception to this paragraph shall be submitted to the Secretary of KDHE or the Secretary's designee in writing.

24. Submit each proposed system of grading and/or scoring, or food-worker/food-handler certification to the KDHE for review and approval before implementation thereof.

25. Provide the KDHE a quarterly report (November 1, February 1, May 1, and August 1) indicating the total number of inspections, complaint investigations, disaster investigations, HACCP inspections, Risk Control Plans and all other program activities performed by the LOCAL AGENCY. Quarterly reports shall be submitted on the forms provided by the KDHE. All training activities shall be documented and said documentation shall be provided to KDHE at least quarterly. The reports required by this paragraph shall be submitted to the KDHE Food Safety and Consumer Protection Contract Manager.

WITNESSETH the parties' signatures the day and year set forth below:

KANSAS DEPARTMENT OF
HEALTH & ENVIRONMENT

Roderick L. Bremby, Secretary

Date

LOCAL AGENCY

Carl Brewer, Mayor
City of Wichita

Date

Approved as to form Gary Rebenstorf
Director of Law

Date

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: Renewal of Food Service Establishment Inspection Contract
with Kansas Department of Health and Environment (All Districts)

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendation: Approve renewal of the contract with the Kansas Department of Health and Environment (KDHE) for food service establishment inspections.

Background: The Environmental Services Department has conducted inspections of food service establishments within City of Wichita and all jurisdictions of Sedgwick County on behalf of the KDHE for over twenty-seven years. Local staff enforces state regulations and utilizes state enforcement mechanisms as appropriate. KDHE remits eighty percent of license revenue (as established by Kansas statute) to the City and provides enforcement assistance and training for local staff. KDHE has proposed renewal of this contract for state fiscal year 2009 (July 1, 2008 through June 30, 2009.)

Analysis: Contract inspections by local entities reduce duplication of effort, provide a single source of contact for industry and citizens, and contribute substantially to local food protection budgets. Use of KDHE regulations and enforcement procedures promotes consistency with other jurisdictions within the state.

Financial Considerations: Staff estimates the value of the KDHE contract at approximately \$328,000, representing the major funding source for food protection activities. Kansas Department of Agriculture (KDA) provides funding for inspections of food service establishments located in retail food stores and staff estimates the value of this contract at \$50,000. Additionally, the Food Protection Section conducts other City programs and receives approximately \$86,000 for these services.

Due to Kansas legislation, all state responsibilities for administering the Food Safety Program will shift from KDHE to KDA effective October of 2008. Contract agreements will not be affected by this shift for SFY2009.

Legal Considerations: The Department of Law has reviewed the contract, and approved it as to form.

Recommendations/Actions: It is recommended that the Council approve the contract with the Kansas Department of Health and Environment and authorize the appropriate signatures.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

WOODLAND WICHITA, LLC

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements in the area north of Lincoln Street, and east of Greenwich Road, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the Second Part has replatted part of Woodland Lakes Community Church Addition; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lot 1, Block 1, Woodland Lakes Community Church Addition was part of the improvement district for the following city projects:

Sewer Improvements – Cert# A1722 Code 1403, County Specials
Paving – Project #472-82696
Sanitary Sewer – Project #468-83222
Storm Water Sewer – Project #468-83194
Water Distribution System – Project #448-89527

2. The Parties agree to make a reassessment for said projects in the following manner:

Lots 1 through 12, Block 1, and Lots 1 through 13, Block 2, Cedar View Village Addition shall pay 32.2% of the original total cost apportioned based on the following fractions:

Lots 1 through 5, Block 1; and Lots 12 & 13, Block 2; Cedar View Village Addition shall each pay 238/10,000; and

Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; Cedar View Village Addition shall each pay 463/10,000.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.
4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.
5. The Part of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2008.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor
Party of the First Part

Approved as to form:

Attest:

Director of Law

City Clerk

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

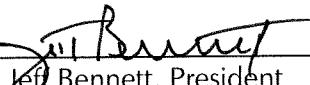
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

(Seal)

My Appointment Expires: _____

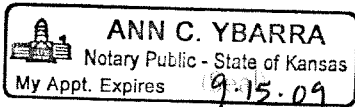
WOODLAND WICHITA, LLC

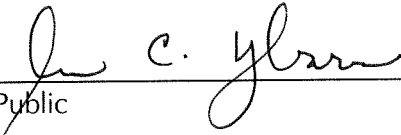
By: 
Jeff Bennett, President

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 23rd day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Bennett, President, Woodland Wichita, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.




Notary Public

My Appointment Expires: 9.15.09

Agenda Item No. 36b.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Cedar View Village Addition (north of Lincoln Street, east of Greenwich Road). (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, Woodland Wichita, LLC, platted Cedar View Village Addition and has submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for paving, sanitary sewer, storm water sewer, and water distribution system projects. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: One original and 14 copies of the Respread Agreement.

Clarification No. I of Exhibit "A" – Scope

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

(Project No. 472 84615)

The City of Wichita and PB Americas have previously entered into an agreement for the design of East Kellogg (US-54) from Cypress to 127th Street. That agreement includes Exhibit A describing the Scope of Services. It was anticipated at the time of the agreement that section K of the Scope of Services would be clarified at a later date. This instrument is the clarification of the original Scope of Services. Section K is replaced and no other sections are changed. All other sections are still valid.

This clarification is made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PB AMERICAS, INC., party of the second part, hereinafter called the "ENGINEER".

The following replaces Section K of the Scope of Services:

K. ART & AESTHETICS

The Art and Aesthetics approach will be based on relevance to the community and history of Wichita and the route, integration with the structures and cost effectiveness.

Terms: Subcontractor/Artist as used herein shall mean Vicki Scuri SiteWorks and Kent Williams Environmental Design.

a. Copyright

The Artist retains all rights under the Copyright Act of 1976, 17 USC, Sections 101, et. Seq., and all other rights in and to the Proposal and the Work except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Artwork in its final form shall be unique, Artist shall not make any additional exact duplicate, three-dimensional reproductions of the final Artwork, nor shall Artist grant permission to others to do so except without the written permission of the CITY and its assigns.

b. Licenses

Non-Commercial Use:

The Artist grants the CITY and its assignees, a license to make two-dimensional and three-dimensional reproductions of the Artwork for noncommercial purposes or other similar publications provided that these rights are exercised in a tasteful and professional manner. For purposes of this agreement, the following shall be deemed to be reproductions for non-commercial purposes: reproductions in exhibition catalogues,

books, slides, editorial content of art magazines, art books, and art and news sections of newspapers; in general, editorial content of books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film, video, or digital pieces not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational purposes from all stations. Since the Artwork is located over a public space, its incidental appearance or use in images, videos, or films of events using said space shall not be considered commercial use.

Commercial Use:

The Artist grants the CITY and its assignees a license to make reproductions of the Artwork for commercial applications provided that the Artist authorizes in writing the specific modifications of the Artwork for these commercial purposes. The Artist will be compensated a 10% Royalty Fee on revenues generated by this activity.

c. Waivers / Acknowledgements

1. The Subcontractor/Artist expressly waives any applicable right, contained in 17 USCA Sec. 106 A (a) (3):

A. to prevent any intentional distortion, mutilation, or other modification to the Artwork; and

B. to prevent any destruction to the Artwork.

2. The Subcontractor/Artist consents to the installation/incorporation of elements of the Artwork on/into East Kellogg Improvements (US-54) Project I (from Cypress to 127th Street) and on/into Project II (from 127th Street to 159th Street) providing the Artist is involved in the design (mapping) and implementation of the work for Project I and II. The Artist's Fees will be based on the following hourly rates: \$125 per hour (current 2008 rate) for Vicki Scuri and \$100 per hour (current 2008 rate) for Kent Williams, adjusted as per prevailing inflation to the actual time period in which said services are to be rendered. The exact scope, man-hour estimate and direct expenses are to be approved by City of Wichita prior to the engagement of the Artist's services.

If the Artist expires or declines to participate in the design and implementation of the subsequent work for these segments, the City may hire another consultant to oversee the design and implementation of the Kellogg Artwork.

The Subcontractor/Artist acknowledges that such installation/incorporation of the Artwork may be subject the Artwork to destruction, distortion, mutilation, or other modification, by reason of its removal.

3. The Subcontractor/Artist acknowledges that the CITY retains all rights of ownership to the Artwork, including the rights of alienation and demolition, which rights may be exercised without the consent of the Subcontractor/Artist.

d. Attribution

1. Each reproduction of the Artwork produced by or on behalf of the CITY shall provide attribution to the Subcontractor/Artist, unless the Subcontractor/Artist advises the CITY, in writing, to cease providing such attribution.
2. The Subcontractor/Artist shall provide credit to the CITY with each reproduction produced by or on behalf of the Subcontractor/Artist that is publicly displayed, including any publications. Such credit shall include language that provides the location of the Artwork and identifies the CITY as the entity that commissioned the Artwork.

e. Ownership of Artwork

1. Ownership of the Artwork shall automatically and irrevocably transfer to the CITY upon written notice to the ENGINEER of final acceptance of the Artwork by the CITY.

f. Ownership of Documents

1. All documents developed by the ENGINEER under the PROJECT and all records related to services performed, including, without limitation, drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed the property of the CITY.
2. Any and all sketches, drawings, specifications, and models of the Artwork produced by the Subcontractor/Artist shall be deemed to be the property of the Subcontractor/Artist under the PROJECT, as amended ("Design Documents") shall be deemed to be the property of the Subcontractor/Artist.

g. Maintenance of Artwork

1. Subcontractor/Artist shall provide the CITY with written instructions for appropriate preservation and maintenance of the Artwork within one month of the CITY's provision of written notice to the ENGINEER of final acceptance of the Artwork by the CITY.
2. The CITY retains the right, at its sole discretion, to perform or to refuse to perform any repair work to the Artwork.
3. In the event the Artwork is damaged or has deteriorated for any reason not attributable to the Subcontractor/Artist's warranties, the CITY decides at its sole discretion, to repair the Artwork, the CITY may, but shall not be required to consult with the Subcontractor/Artist regarding the repair or restoration of the Artwork.
4. The Subcontractor/Artist must notify the CITY of changes in his/her address.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

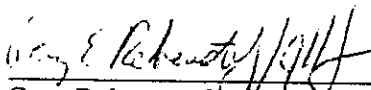
Carl Brewer, Mayor

SEAL:

ATTEST:

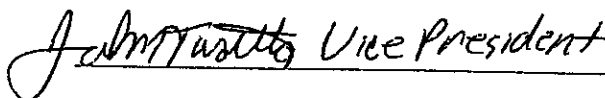
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Gary Rebenstorf, Director of Law

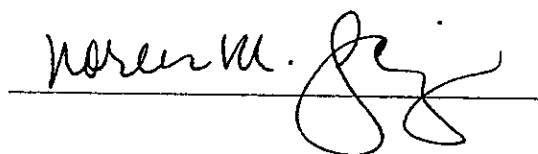
PB AMERICAS, INC.



John M. Tustitz, Vice President

(Name & Title)

ATTEST:



Karen M. Sublett

Clarification No. I of Exhibit "A" – Scope

Project II: East Kellogg Improvements (US-54) from 127th to 159th Street

(Project No 472 84614)

The City of Wichita and PB Americas have previously entered into an agreement for the concept design of East Kellogg (US-54) from 127th Street to 159th Street. That agreement includes Exhibit A describing the Scope of Services. It was anticipated at the time of the agreement that section F of the Scope of Services would be clarified at a later date. This instrument is the clarification of the original Scope of Services. Section F is replaced and no other sections are changed. All other sections are still valid.

This clarification is made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PB AMERICAS, INC., party of the second part, hereinafter called the "ENGINEER".

The following replaces Section F of the Scope of Services:

F. ART & AESTHETICS

The Art and Aesthetics approach will be based on relevance to the community and history of Wichita and the route, integration with the structures and cost effectiveness.

Terms: Subcontractor/Artist as used herein shall mean Vicki Scuri SiteWorks and Kent Williams Environmental Design.

a. Copyright

The Artist retains all rights under the Copyright Act of 1976, 17 USC. Sections 101. et. Seq., and all other rights in and to the Proposal and the Work except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Artwork in its final form shall be unique, Artist shall not make any additional exact duplicate, three-dimensional reproductions of the final Artwork, nor shall Artist grant permission to others to do so except without the written permission of the CITY and its assigns.

b. Licenses

Non-Commercial Use:

The Artist grants the CITY and its assignees, a license to make two-dimensional and three-dimensional reproductions of the Artwork for noncommercial purposes or other similar publications provided that these rights are exercised in a tasteful and professional manner. For purposes of this agreement, the following shall be deemed to be

reproductions for non-commercial purposes: reproductions in exhibition catalogues, books, slides, editorial content of art magazines, art books, and art and news sections of newspapers; in general, editorial content of books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film, video, or digital pieces not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational purposes from all stations. Since the Artwork is located over a public space, its incidental appearance or use in images, videos, or films of events using said space shall not be considered commercial use.

Commercial Use:

The Artist grants the CITY and its assignees a license to make reproductions of the Artwork for commercial applications provided that the Artist authorizes in writing the specific modifications of the Artwork for these commercial purposes. The Artist will be compensated a 10% Royalty Fee on revenues generated by this activity.

c. Waivers / Acknowledgements

1. The Subcontractor/Artist expressly waives any applicable right, contained in 17 USCA Sec. 106 A (a) (3):

A. to prevent any intentional distortion, mutilation, or other modification to the Artwork; and

B. to prevent any destruction to the Artwork.

2. The Subcontractor/Artist consents to the installation/incorporation of elements of the Artwork on/into East Kellogg Improvements (US-54) Project I (from Cypress to 127th Street) and on/into Project II (from 127th Street to 159th Street) providing the Artist is involved in the design (mapping) and implementation of the work for Project I and II. The Artist's Fees will be based on the following hourly rates: \$125 per hour (current 2008 rate) for Vicki Scuri and \$100 per hour (current 2008 rate) for Kent Williams, adjusted as per prevailing inflation to the actual time period in which said services are to be rendered. The exact scope, man-hour estimate and direct expenses are to be approved by City of Wichita prior to the engagement of the Artist's services.

If the Artist expires or declines to participate in the design and implementation of the subsequent work for these segments, the City may hire another consultant to oversee the design and implementation of the Kellogg Artwork.

The Subcontractor/Artist acknowledges that such installation/incorporation of the Artwork may be subject the Artwork to destruction, distortion, mutilation, or other modification, by reason of its removal.

3. The Subcontractor/Artist acknowledges that the CITY retains all rights of ownership to the Artwork, including the rights of alienation and demolition, which rights may be exercised without the consent of the Subcontractor/Artist.

d. Attribution

1. Each reproduction of the Artwork produced by or on behalf of the CITY shall provide attribution to the Subcontractor/Artist, unless the Subcontractor/Artist advises the CITY, in writing, to cease providing such attribution.
2. The Subcontractor/Artist shall provide credit to the CITY with each reproduction produced by or on behalf of the Subcontractor/Artist that is publicly displayed, including any publications. Such credit shall include language that provides the location of the Artwork and identifies the CITY as the entity that commissioned the Artwork.

e. Ownership of Artwork

1. Ownership of the Artwork shall automatically and irrevocably transfer to the CITY upon written notice to the ENGINEER of final acceptance of the Artwork by the CITY.

f. Ownership of Documents

1. All documents developed by the ENGINEER under the PROJECT and all records related to services performed, including, without limitation, drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed the property of the CITY.
2. Any and all sketches, drawings, specifications, and models of the Artwork produced by the Subcontractor/Artist shall be deemed to be the property of the Subcontractor/Artist under the PROJECT, as amended ("Design Documents") shall be deemed to be the property of the Subcontractor/Artist.

g. Maintenance of Artwork

1. Subcontractor/Artist shall provide the CITY with written instructions for appropriate preservation and maintenance of the Artwork within one month of the CITY's provision of written notice to the ENGINEER of final acceptance of the Artwork by the CITY.
2. The CITY retains the right, at its sole discretion, to perform or to refuse to perform any repair work to the Artwork.
3. In the event the Artwork is damaged or has deteriorated for any reason not attributable to the Subcontractor/Artist's warranties, the CITY decides at its sole discretion, to repair the Artwork, the CITY may, but shall not be required to consult with the Subcontractor/Artist regarding the repair or restoration of the Artwork.
4. The Subcontractor/Artist must notify the CITY of changes in his/her address.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
Gary Rebenstorf, Director of Law

PB AMERICAS, INC.

John T. Smith Vice President
(Name & Title)

ATTEST:

[Signature]

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Design Agreement Clarification: Kellogg, from Cypress to 159th St. East.
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Design Agreement Clarification.

Background: The 2007-2016 Capital Improvement Program includes funding to design East Kellogg improvements. On December 4, 2007, the City Council approved design agreements with PB Americas, Inc. to prepare construction plans for a Kellogg freeway from Cypress to 127th St. East and design concepts from 127th St. East to 159th St. East. That contract requires that the consultant work with the Design Council and artists to come up with visual enhancements for the City to consider. At that time it was anticipated that the agreement would be clarified at a later date with respect to the role of the artists and ownership of the art elements to be incorporated into the project. An agreement clarification has been prepared that provides the City with control of the use and reuse of the visual enhancement elements on the project.

Analysis: The project is part of an ongoing effort to upgrade East Kellogg to a freeway standard to the Butler County line.

Financial Considerations: The design budgets are unaffected.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

Legal Considerations: The agreement clarifications have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Design Agreement Clarification and authorize the necessary signatures.

Attachments: Design Agreement Clarifications.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: Change Order: Water Line Replacement in Anderson Addition (east of Meridian, north of Maple. (Districts IV & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 7, 2007, the City Council approved a construction contract with Duling Construction, Inc. to replace a water distribution system located east of Meridian, north of Maple. A part of the project is the replacement of old water service lines to individual homes and businesses. After the work began, it was determined that the number of services that should be replaced exceeded the amount expected at the time the project was bid.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$15,440 with the total paid by the Water Utility. The original contract amount is \$654,638. This Change Order represents 2.36% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing ongoing maintenance of the City's water distribution system.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.

To: Duling Construction Co., Inc.

Project: Water Main Replacement for
Anderson First Addition

Change Order No.: 1

Project No.: 448-90211

Purchase Order No.: 700867 OCA No.: 636158

CHARGE TO OCA No.: 636158

PPN: 776551

Please perform the following extra work at a cost not to exceed \$15,440.00

The project included the replacement of all water services in the project area. The amount of old services to be replaced exceeded the amount planned at the time the construction contract was awarded. A final adjustment of measured bid items is needed to close the project.

Over-run:

#13 - Domestic Short Service (1")	14 ea. @ \$600.00 / ea. =	\$8,400.00
#14 - Domestic Long Service (1")	8 ea. @ \$880.00 / ea. =	<u>\$7,040.00</u>
	TOTAL =	\$15,440.00

CIP Budget Amount: \$1,555,600.00
Consultant: KE Miller
Total Exp. & Encum. To Date: \$759,636.52
CO Amount: \$15,440.00
Unencum. Bal. After CO: \$780,523.48

Original Contract Amt.: \$ 654,638.00
Current CO Amt.: \$15,440.00
Amt. of Previous CO's: \$0.00
Total of All CO's: \$15,440.00
% of Orig. Contract / 25% Max.: 2.36%
Adjusted Contract Amt.: \$670,078.00

Recommended By:

Lawrence Schaller, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council Members

SUBJECT: Change Order: Central Corridor Railroad Improvement. (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 8, 2005, the City Council approved a construction contract with Dondlinger & Sons, Inc. to construct Central Corridor Railroad Improvements. The Kansas Department of Transportation (KDOT) is planning to install a fiber optic communication line along Murdock from the I-135 Freeway to Market. They have requested that electrical conduit be installed under the Central Railroad Corridor with the total cost to be reimbursed by KDOT. Installing the conduit at this time will eliminate the need to cut the new pavement in the future.

Analysis: A Change Order has been prepared for the additional work.

Financial Considerations: The cost of the additional work is \$17,451, with the total paid by KDOT. The original contract amount is \$57,444,085. This Change Order plus previous Change Orders represents 02.07% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety through the core area.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachment: Change Order.



PUBLIC WORKS-ENGINEERING

May 9, 2008

CHANGE ORDER

To: Dondlinger & Sons Construction Company, Inc.
Change Order No.: 8
Purchase Order No.: 500601
CHARGE TO OCA No.: 715235

Project: Central Corridor Railroad Grade Separation
Project No.: 87N-0160-01/472-84071
OCA No.: 715235/620431/636143
PPN: 242235/665551/775537

Please perform the following extra work at a cost not to exceed \$17,450.51:

Install underground electrical conduit along the south side of Murdock to accommodate future KDOT fiber communication lines that will eventually extend from I-135 to Market Street. Work is to be performed in advance of new paving and in accordance with RFP No. 51. This work is fully funded by KDOT and reimbursable to the City.

The conduit installation consists of three 2" HDPE conduits @ 404.78 linear feet each, buried 3 to 4 feet deep between the south curb of Murdock and the south sidewalk, with two splice vaults.

ADD: New Line No. 0314, KDOT Fiber Conduit along Murdock, RFP No. 51 1.000 LS @ \$17,450.51 = \$17,450.51
Total Change Order No. 8 = **\$17,450.51**

CIP Budget Amount: \$61,250,000.00 (715235), \$235,000.00 (620431), \$275,000.00 (636143) Consultant: HNTB & TranSystems Total Exp. & Encum. To Date: \$58,353,921.09 CO Amount: \$17,450.51 Unencum. Bal. After CO: \$2,878,628.40	Original Contract Amt.: \$57,444,084.60 Current CO Amt.: \$17,450.51 Amt. of Previous CO's: \$1,168,885.58 Total of All CO's: \$1,186,336.09 % of Orig. Contract / 25% Max.: 2.07% Adjusted Contract Amt.: \$58,630,420.69
---	---

Recommended By:

Michael G. Jacobs, P.E. Date
Special Projects Engineer

Approved:

Contractor Date

Approved as to Form:

Gary Rebenstorf Date
Director of Law

Approved:

Jim Armour, P.E. Date
City Engineer

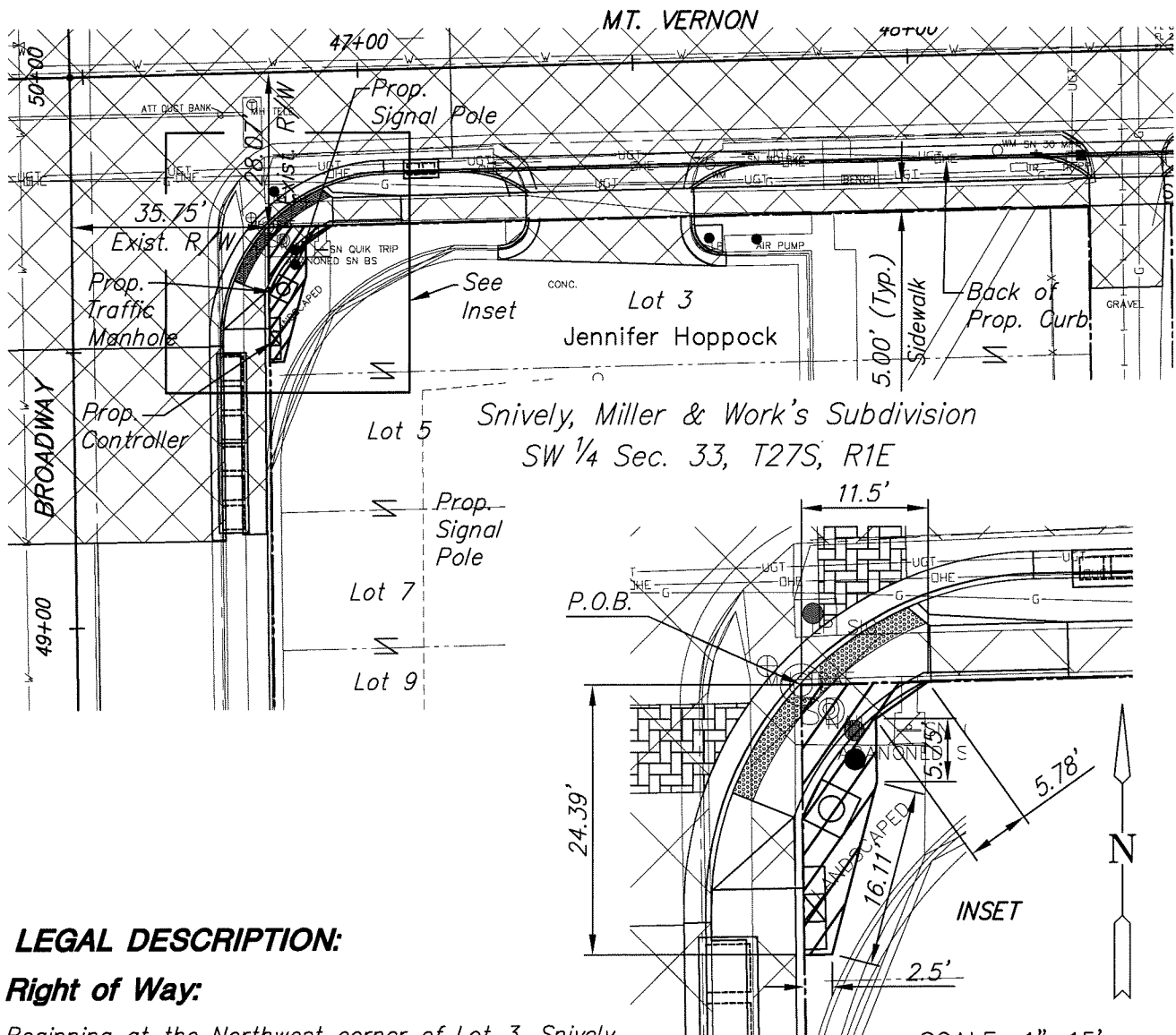
Approved:

Chris Carrier, P.E. Date
Director of Public Works

By Order of the City Council:

Carl Brewer Date
Mayor

Attest: _____
City Clerk



LEGAL DESCRIPTION:

Right of Way:

Beginning at the Northwest corner of Lot 3, Snively, Miller & Work's Subdivision, Wichita, Kansas, SW 1/4, Sec. 33, T27S, R1E; thence N88°42'40"E, 11.5 feet along the North line of said Lot 3; thence S54°30'34"W, 5.78 feet; thence S00°43'13"E, 5.75 feet; thence S14°34'23"W, 16.11 feet; thence N88°42'40"W, 2.5 feet to the West property line of said Lot 3; thence N00°43'13"W, 24.39 feet along the West property line of said Lot 3 to the Point of Beginning.

LEGEND:

- Right of Way Take = 140.16 Sq. Ft.
- Pavement Removal

Owner:

Jennifer Hoppock
Att: Property Tax Dept. 122
P.O. Box 4900
Scottsdale, AZ 85261

Property Identification:

C 125470

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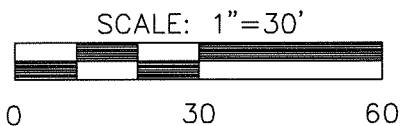


MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 264 - 9600

MT. VERNON STREET IMPROVEMENTS
PROJECT NAME

RIGHT OF WAY TRACT MAP
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
DEC. 2007 DATE	05620 V4 JOB NO.	1 / 1 SHEET/OF



PERMANENT EASEMENT

THIS EASEMENT made this 21st day of April, 2008 by and between the Jennifer Hoppock Family Trust, herein referred to as "Grantor(s)", party of the first part and the City of Wichita, KS, a Municipal Corporation, herein referred to as "Grantee(s)", party of the second part.

WITNESSETH: That Grantor(s), in consideration of the sum of Seven Hundred Dollars and Zero Cents, the receipt whereof is hereby acknowledged, do hereby grant and convey unto said Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing public roadway and associated improvements, over, along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

Beginning at the Northwest corner of Lot 3, Snively, Miller & Work's Subdivision, Wichita, Sedgwick County, Kansas; thence N 88 degrees 42' 40" E, 11.5 feet along the North line of said Lot 3; thence S 54 degrees 30' 34" W, 5.78 feet; thence S 00 degrees 43' 13" E 5.75 feet; thence S 14 degrees 34' 23" W, 16.11 feet; thence N 88 degrees 42' 40" W, 2.5 feet to the West line of said Lot 3; thence N 00 degrees 43' 13" W, 24.39 feet along the West line of said Lot 3 to the point of beginning.

Said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such improvements.

Grantee hereby agrees to indemnify and hold Grantor harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of Grantee in exercising the rights and obligations granted and set forth herein.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

GRANTOR(S):

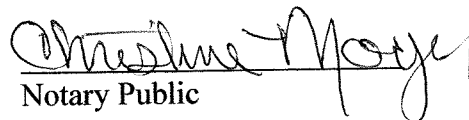
Jennifer Hoppock Family Trust


Trustee

ARIZONA
STATE OF ~~KANSAS~~)
maricopa) ss:
~~SEDGWICK~~ COUNTY)

On 21st day of APRIL, 2008, this easement was
acknowledged before me by JENNIFER HOPPOCK, trustee for the Jennifer Hoppock
Family Trust.




Notary Public

My Commission expires: JUNE 4, 2011

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 28th day of April, 2008, by and between Quik Trip West, Incorporated, a Kansas corporation, herein referred to as "Grantor" and the City of Wichita, Kansas, a Municipal Corporation, herein referred to as "Grantee".

WITNESSETH: That the said Grantor, in consideration of the sum of Five Hundred Dollars (\$500.00) the receipt whereof is hereby acknowledged, do hereby grant and convey unto Grantee a temporary right-of-way and easement for the purpose of constructing roadway improvements and associated site and utility work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The East 5 feet of the North 3.85 feet of Lot 7, the 5 feet of Lots 5 and 3, and the North 10 feet of Lot 3, Snively, Miller and Work's Subdivision, Wichita, Sedgwick County, Kansas.


In addition, Grantee shall reimburse Grantor for actual costs associated with the relocation of site irrigation, landscaping, and signs necessitated by this easement.

Said Grantee, heirs, consultants, contractors, and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing roadway improvements and associated site and utility work for a period not to exceed one year from the date construction begins. Grantee, heirs, consultants, contractors, and assigns agree that upon completion of the work, they shall leave the property in as good, or better condition.

Grantee hereby agrees to indemnify and hold Grantor harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the Grantee in exercising the rights and obligations granted and set forth herein.

IN WITNESS WHEREOF: Grantor has signed these presents the day and year first written.

QuikTrip West, Incorporated

By: 
Rodney Loyd, V.P.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on 28 day of April, 2008 by Rodney Loyd
as Vice President of Quik Trip West,
Incorporated, a Kansas corporation.



Melissa Callahan
Notary Public

SEAL

My Appointment Expires: 5/3/11

CITY OF WICHITA
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 2010 South Broadway for the Improvement of Mt. Vernon between the Arkansas River and Broadway. (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 3, 2007 the City Council approved the improvement of Mt. Vernon between the Arkansas River and Broadway. The project will construct a large concrete box drain along Mt. Vernon from near Topeka to the Arkansas River. The existing two lane pavement will be replaced with a new two lane street with left turn lanes at the east and west approaches to Broadway. Sidewalks will be constructed on both sides of Mt. Vernon. The project will require the partial acquisition of four parcels. This acquisition consists of a 140.16 square foot parcel at the southeast corner of the intersection to allow the repositioning of a traffic control signal. There is also a 1,585.12 square foot temporary easement along the north and west sides of the convenience store located at 2010 South Broadway. .

Analysis: The owners have agreed to accept the offer amount of \$1,200 consisting of \$700 (\$5.00 per square foot) for the acquisition and \$500 for the temporary easement. The City will be responsible for moving the business sign and replacing landscaping located in the acquisition area.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$13,000 is requested. This includes \$1,200 for acquisition, \$8,000 to move the business sign, \$3,000 to replace landscaping and \$800 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) approve the Budget; and 2) approve the Easements.

Attachments: Tract maps and easements.

AGREEMENT

THIS AGREEMENT made this 15 day of April, 2008, BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
hereinafter called
"PARTY OF THE FIRST PART"

AND

Fahnestock Properties, LLC
hereinafter called
"PARTY OF THE SECOND PART"

WITNESSETH:

Whereas, the public has granted a Drainage and Utility Easement 20 feet in width, parallel with a adjacent to the southeast property line of Lot 8, Comotara Industrial Park 2nd Addition, Said lot being addressed as 3532 N. Comotara, Wichita, Kansas;

and

Whereas, Party of the Second Part desires to occupy and construct improvements over the follow described section of said easement, to wit: A 2 foot encroachment into a portion of Lot 8, Comotara Indus Park Second Addition, an Addition to Wichita, Sedgwick County, Kansas described as commencing at the corner of said Lot 8, thence N63°16'38"W, along the north line of said Lot 8, 23.03 feet to the intersection of said 20 foot Drainage and Utility Easement; thence S56°26'43"W, along said 20 foot Drainage and Utility Easement, 75.47 feet to the point of beginning; thence S33°33'17"E, 2.00 feet; thence S56°26'43"W, parallel said 20 foot Drainage and Utility Easement, 157.00 feet; thence N33°33'17"W, 2.00 feet to a point on said 20 foot Drainage and Utility Easement; thence N56°26'43"E, along said 20 foot Drainage and Utility Easement 157 feet to the point of beginning, hereinafter referred to as Tract "A".

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The Party of the First Part hereby agrees to permit the Party of the Second Part to occupy and construct improvements on, over and across the aforesaid public easement, and specifically waives any and all rights of action in law or equity against Party of the Second Part, arising out the Second Part's occupancy and encroachment on and over said easement.
- (2) The Party of the Second Part agrees that it will not begin construction of improvements, on, over and across the said easement without first obtaining the Party of the First Parts approval of any and all plans and specifications for such improvements.
- (3) In the event that a sanitary sewer within the above described utility easement needs to be constructed to serve area tract(s), the Party of the Second Part shall be obligated to pay the cost of tunneling under or near the encroachment to permit installation of the sanitary sewer, if there is not sufficient area within the easement to install a required sanitary sewer.
- (4) The Party of the Second Part agrees to protect and indemnify the Party of the First Part and adjacent property owners against any increased cost that may accrue to them due to the necessity of laying sewer line of greater distance to avoid connecting beneath any improvement that may be built on, over and across said easement. In the event the Party of the Second Part fails to provide such indemnification, the Party of the Second Part agrees that the Party of the First Part may assess any cost incurred by it against the property of the Party of the Second Part which property is described in Exhibit "A", a copy of which is attached hereto and incorporate herein by reference. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Party of the Second Part agrees to indemnify and hold harmless the Party of the First Part from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of a future sanitary sewer within Tract "A" and which injury and damage is caused by the presence of the encroachment into Tract "A".

The Party of the Second Part hereby releases the Party of the First Part from any and all claim that it might have for property damage caused by work performed by the Party of the First Part, its employees, agents and contractors, in connection with the installation, inspection, repair and maintenance of a sanitary sewer within the above described utility easement.
- (6) This agreement may be terminated by the Party of the First Part upon failure of the Party of the Second Part to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

By George Farnestock
George Farnestock, Owner
Farnestock Properties, LLC
Party of the Second Part

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 15 day of April, 2008, before me, a Notary Public, in and for said county and state, came George Farnestock, to me personally known to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same, Agreement

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Cheryl A. Boyes My Commission Expires: 11-8-11
Notary Public



CITY OF WICHITA, KANSAS

ATTEST:

By _____
Mayor Party of the First Part

City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

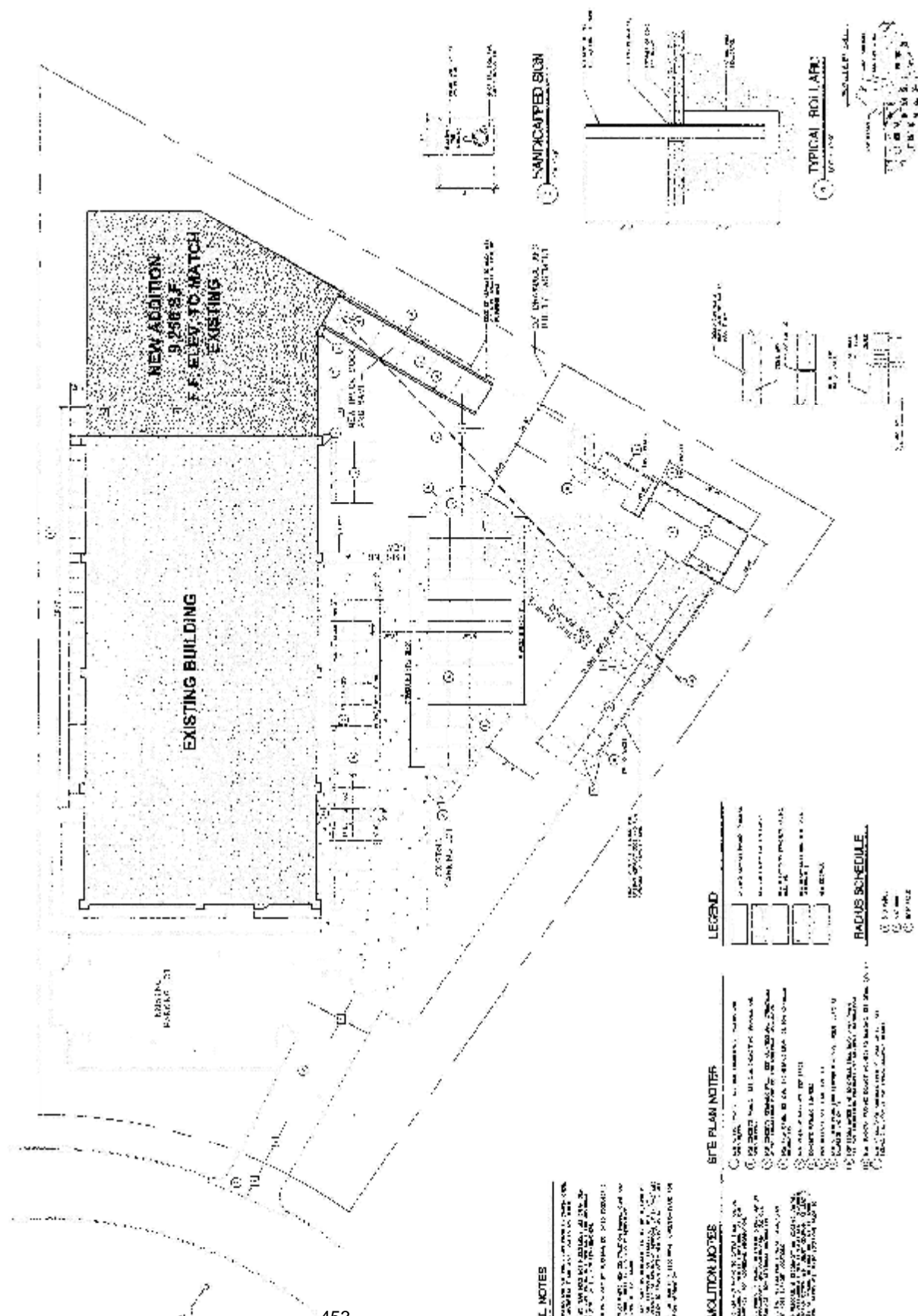
BE IT REMEMBERED, that on this _____ day of _____, 2008, before me, a Notary Public, in and for said county and state, came, _____, Mayor of the First Part, of Wichita, Kansas to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Party of the First Part.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

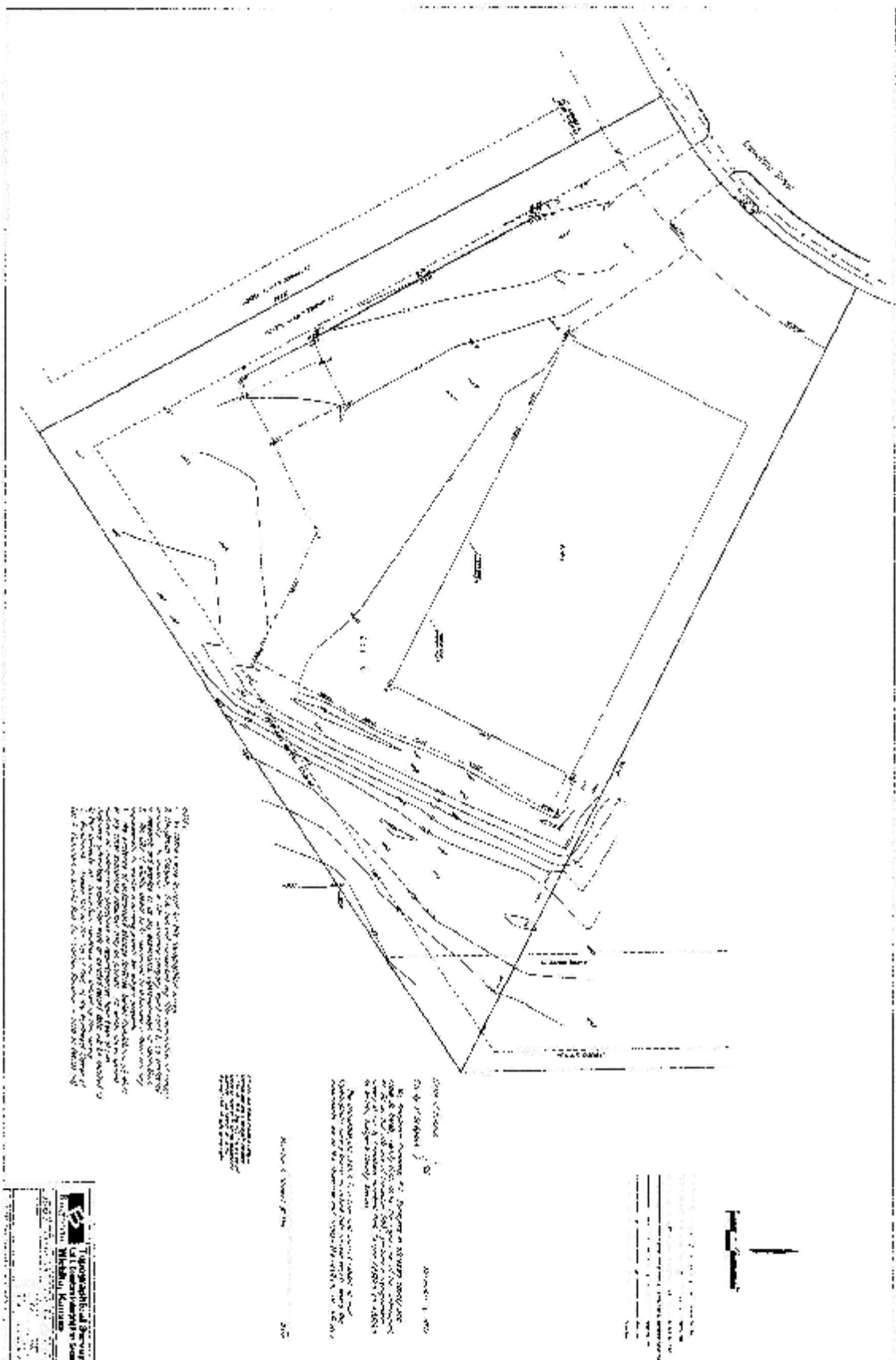
Notary Public My Commission Expires: _____

Approved as to Form

Barbara J. Farnestock
Director of Law



SAHNESTOCK PLUMBING, HVAC & ELECTRIC
BUILDING ADDITION & REMODEL



FOR INFORMATION ONLY. NOT A PART OF THE CONSTRUCTION DOCUMENTS.

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: Easement Encroachment Agreement. (District I)

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Drainage and Utility Easement Encroachment Agreement for Fahnestock Properties.

Analysis: The Agreement allows Fahnestock Properties, 3532 N. Comotara to occupy and construct improvements on, over, and across a 20 foot Drainage and Utility Easement in Lot 8, Comotara Industrial Park 2nd Addition hereinafter referred to as Tract "A" and waives all rights of action in law arising out of the encroachment into the easement. The improvement is a building structure. The Agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said sewer line lying within Tract "A" and from claims resulting from replacement or upgrade of lines, manholes, and/or other Department property in the easement.

Financial Considerations: There are no financial considerations.

Goal Impact: The Easement Encroachment Agreement is necessary to ensure efficient infrastructure by maintaining the sanitary sewer system in northeast Wichita.

Legal Considerations: The Law Department has reviewed the Easement Encroachment Agreement and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Easement Encroachment Agreement

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Pinnacle Business Finance, Inc. 5407 12th St. East Ste. A Tacoma, WA 98424	(SPACE ABOVE THIS LINE FOR RECORDER'S USE)
--	--

REAL PROPERTY WAIVER

The undersigned will be benefited by the financial success of Total Venue Control, LLC ("Customer"). As an inducement to **PINNACLE BUSINESS FINANCE, INC.** ("Pinnacle") now or hereafter to lease to Customer, or to provide Customer financial accommodation as to, certain property all or any portion of which may at any one or more times be located at the realty described in Exhibit A hereto (the "premises") and for other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned does hereby agree, waive and undertake as follows:

1. None of such property shall be or become deemed a part of or an accession or addition to or a fixture on the premises even though such property is installed thereon or in some manner attached thereto; nor shall any such property be moved from the premises by the undersigned unless Pinnacle's written consent to the move has been obtained.

2. The undersigned waives any, and shall acquire no, title to or interest in any of such property by virtue of such installation or attachment. The undersigned further waives any right to seize, or to claim any interest whatsoever in, any of such property on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against Customer, by levy of distraint or otherwise.

3. Pinnacle may at any time, at its option, enter upon the premises and inspect or remove any of such property at its sole cost and expense, and Pinnacle by its acceptance hereof agrees to repair any damages to the premises caused by any such removal.

4. All of the terms and conditions of this waiver shall be binding upon the heirs, devisees, personal representatives, successors, assigns or encumbrances of the undersigned and shall inure to the benefit of Pinnacle, its successors and assigns. As used herein, the term "Customer" shall include the heirs, devisees, legatees, personal representatives, successors and assigns of Customer.

Executed this _____ day of _____, _____ at _____

X _____

(Owner, Lessor, Mortgagee, Beneficiary)
strike out inapplicable estates

(If the interest is held jointly or in common, all joint tenants or tenants in common must execute this document)

NOTARIAL ACKNOWLEDGEMENT

State of _____

Country of _____

On _____ before me, (here insert name and title of the officer, personally appeared _____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature X _____ (Seal)

EXHIBIT P

LEGAL LAND DESCRIPTION: The west 165 feet of Reserve A, West Wichita Addition except the north 10 feet for alley and all of Payne's Park Addition except that part taken for public rights of way and except the East 10 feet of Lot 9 and Lots 10 through 22 inclusive, Block 1 Payne's Park Addition and ½ vacated English Street adjacent on the South; Lots 1 through 12 inclusive, Block 3, Payne's Park Addition and ½ vacated English Street adjacent on the North and ½ vacated LaCleve Street adjacent on the East; Lots 1 through 9, Block 6 of Payne's Park Addition and that part of vacated English Street adjacent on the north and ½ of vacated La Cleve Street adjacent on the west.

PARCEL NUMBER: Key Number: D 05787 Parcel Id: 124200340101912

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Lawrence-Dumont Stadium Real Property Waiver. (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: On August 7, 2008, the City Council approved a lease agreement between the City and WB, Inc. WB, Inc. owns the Wichita Wingnuts professional baseball team and operates the City-owned National Baseball Congress. WB, Inc. has entered into an agreement with Pinnacle Business Finance, Inc. as a part of their partnership with Total Venue Control, LLC for the provisioning of their cashless concessions system.

Analysis: Pinnacle Business Finance, Inc. is asking the City of Wichita to execute a Real Property Waiver to protect its business interest in certain wireless connectivity infrastructure elements that it has attached to the stadium. Through the agreement the City would waive any title rights to this equipment that is owned by and was installed by others.

Financial Considerations: Pinnacle would be responsible for the cost of any removal of the improvements and would also be responsible to repair any damage to the stadium resulting from such removal.

Goal Impact: The agreement supports the efficient infrastructure goal by facilitating the maintaining public facilities indicator.

Legal Considerations: The wavier has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Real Property Waiver and authorize the necessary signatures.

Attachment: Agreement.

(Published in the Wichita Eagle on _____, _____.)

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Terminal Area Redevelopment Program – Apron Phase I
to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the “Project”).

SECTION 2. That the cost of the above described Project is estimated to be Twenty Four Million Four Hundred Sixty Four Thousand Five Hundred and Seventy Two Dollars (\$24,464,572), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$24,464,572.

SECTION 3. To the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 501380; UC1 = 1002

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, _____.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

CITY OF WICHITA
City Council Meeting
June 3, 2008

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Terminal Area Redevelopment Program – Apron Phase I

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On June 3, 2008, the Wichita Airport Authority was asked to authorize an increase in the Terminal Area Redevelopment Program (TARP) budget to include the cost of constructing Phase I of the terminal apron along with the corresponding expected construction-related services from the design firm. The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds for capital projects.

Analysis: It is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds will require a separate authorization from the City Council.

Financial Considerations: The requested revised total budget was \$24,464,572.00 which represents the maximum cost that will be funded with General Obligation Bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of long-term financing of capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

**City of Wichita
City Council Meeting
June 3, 2008**

TO: Mayor and City Council

SUBJECT: Partial Redemption of Industrial Revenue Bonds (Spirit AeroSystems, Inc.)
(District III)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On November 14, 2006, the City Council approved the issuance of Industrial Revenue Bonds (Series IV, 2006) in the amount of \$252,000,000, for the purpose of financing the acquisition, construction, equipping and furnishing of industrial facilities for Spirit AeroSystems, Inc. (Spirit). Included in the property financed by the 2006 Bonds are certain tooling equipment and certain other capital property.

On September 11, 2007, the City of Wichita approved the request of Spirit to exercise its option to purchase a portion of the Project consisting of certain tooling equipment and to redeem and pay a like amount of principal of the Series IV 2006 Bonds in order to convey the property to The Boeing Company.

Analysis: The City of Wichita has received notice that Spirit plans to exercise the option to purchase a second portion of the project prior to the full payment of the Bonds. The purchased portion valued at \$9,891,875 will be conveyed to The Boeing Company, and a principal amount of \$9,900,000 of the Bonds will be redeemed. The City has been advised by Bond Counsel that Spirit AeroSystems has the right to obtain release of this property.

Financial Considerations: The City has received payment of \$1,000 from Spirit as a portion of the purchase price of the project as required in the lease agreement. There is no other fiscal impact to the City through conveyance of the requested property.

Goal Impact: Economic Vitality and Affordable Living. Efficient administration of economic incentive programs, such as IRB financing, contributes to the growth of the economy and prosperity of the community.

Legal Considerations: The City Attorney's Office has reviewed and approved the Resolution and related documents as to form.

Recommendation/Actions: It is recommended that City Council adopt the Resolution authorizing execution of the Bill of Sale and Certificate of Redemption for the purpose of conveying ownership of the purchased property to Spirit AeroSystems in accordance with the 2006 Lease Indenture and authorize the necessary signatures.

Attachments: Resolution, Certificate of Redemption, Bill of Sale and Assignment

RESOLUTION NO. 08-__

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, APPROVING AND AUTHORIZING THE DELIVERY OF A CERTIFICATE OF REDEMPTION, BILL OF SALE AND OTHER APPROPRIATE INSTRUMENTS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), a municipal corporation existing under the laws of the State of Kansas, is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, construct, improve, install, equip and furnish certain facilities (as defined in the Act) for industrial purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to the Act, the Issuer issued its \$252,000,000 Industrial Revenue Bonds, Series IV, 2006 (Spirit AeroSystems, Inc. Project) (the “Bonds”), of which \$241,300,000 aggregate principal amount is outstanding, for the purpose of financing the costs of acquisition, construction, equipping and furnishing of certain industrial facilities (the “Project”) on behalf of Spirit AeroSystems, Inc. (the “Corporation”), a Delaware corporation; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer has leased the Project to the Corporation pursuant to that certain Lease Agreement dated as of December 1, 2006 (the “Lease”), by and between Issuer and the Corporation; and

WHEREAS, Section 10.02(e) of the Lease grants to the Corporation the option to purchase the portion of the Project constituting certain tooling equipment and certain other capital property, plant and equipment for the purpose of selling and conveying such property, or any portion thereof, to, or at the direction of, The Boeing Company; and

WHEREAS, the Corporation has exercised its option to purchase a specified portion of the Project by delivering to the Issuer, The Bank of New York Trust Company, N.A., as Trustee (the “Trustee”) under the Indenture of Trust dated as of December 1, 2006 (the “Indenture”) relating to the Bonds, and Spirit AeroSystems, Inc., as the registered owner of the Bonds, the certificate of its chief financial officer (the “Corporation Certificate”) required by Section 10.02 of the Lease; and

WHEREAS, the Corporation Certificate states that the purchase price of the specified portion of the Project is \$9,891,875, that the anticipated purchase date is June 30, 2008 and that the Corporation has directed the Trustee to redeem a \$9,900,000 portion of the Bonds on the purchase date in accordance with the terms of the Indenture; and

WHEREAS, Article 10 of the Lease further provides that upon the closing of the purchase of the specified portion of the Project, the Issuer shall deliver to the Corporation the necessary documents conveying to the Corporation title to such portion of the Project as it then exists; and

WHEREAS, the Issuer has received from the Corporation a corporate check in the amount of \$1,000 paid pursuant to Section 10.02 of the Lease as a portion of the purchase price of the specified portion of the Project; and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of a Certificate of Redemption, Bill of Sale and Assignment and other appropriate instruments in connection with the exercise by the Corporation of its option to purchase the specified portion of the Project, all in accordance with and pursuant to the applicable provision of the Lease and the Indenture;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Lease and the Indenture.

Section 2. Authorization of Certificate of Redemption and Bill of Sale and Assignment. The Issuer is hereby authorized to execute and deliver to the Trustee a Certificate of Redemption (the "Redemption Certificate") and, upon receipt by the Trustee or the registered owner of the Bonds of the purchase price amount specified by the Corporation Certificate, the Bill of Sale and Assignment (the "Bill of Sale"), in substantially the same forms as Exhibit A-1 and A-2, attached hereto, respectively with respect to the \$9,900,000 principal portion of the Bonds corresponding to the \$9,891,875 principal amount of the specified portion of the Project to be purchased by the Corporation.

Section 3. Execution of Documents. The Mayor or Vice Mayor of the Issuer is hereby authorized and directed to execute the Redemption Certificate and the Bill of Sale for and on behalf of and as the act and deed of the Issuer in substantially the respective forms as presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Redemption Certificate and the Bill of Sale on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Delivery of Documents. The Mayor, Vice Mayor, City Clerk or other appropriate staff members of the Issuer are hereby authorized and directed to deliver the Redemption Certificate and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution on the purchase date concurrently with the satisfaction of the requirements set forth in the Lease and the Indenture, including, without limitation, the execution and delivery of a new bond certificate reflecting the reduced Bond principal amount from and after the purchase date.

Section 5. Consideration and Conveyance. The Issuer having received from or on behalf of the Corporation a corporate check in the amount of \$1,000 in consideration of a portion

of the purchase price of the specified portion of the Project, the Mayor, Vice Mayor, City Clerk and other appropriate staff members of the Issuer are hereby authorized and directed to deliver the Bill of Sale to the Corporation on the purchase date of such specified portion of the Project upon receipt by the registered owner of the Bonds of the remaining portion of the purchase price, as set out in the Corporation Certificate, all in accordance with Article 10 of the Lease and Article 3 of the Indenture.

Section 6. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of this Issuer with respect to the redemption of a portion of the Bonds as contemplated by this Resolution, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 7. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this ____ day of _____, 2008.

[SEAL]

CITY OF WICHITA, KANSAS

Attest:

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, Mayor

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

**CERTIFICATE OF REDEMPTION
OF CITY OF WICHITA, KANSAS**

The City of Wichita, Kansas (the “City”), in its capacity as the issuer of \$252,000,000 original aggregate principal amount of City of Wichita, Kansas Industrial Revenue Bonds, Series IV, 2006 (Spirit AeroSystems, Inc. Project) (the “Bonds”), does hereby call for redemption on June 30, 2008 \$9,900,000 principal amount of the Bonds at the redemption price of \$9,900,000 plus accrued interest to June 30, 2008, said call for redemption being pursuant to and in accordance with Resolution No. 08-__ of the City Council of the City and clause (3) of the first paragraph of Section 3.01 of the Indenture of Trust dated as of December 1, 2006 between the City and The Bank of New York Trust Company, N.A.

The City does hereby acknowledge receipt from Spirit AeroSystems, Inc. (“Spirit”) of its Certificate, Notice and Request Relating to Optional Purchase dated May 15, 2008 (and Addendum thereto dated as of such date), and a corporate check of Spirit in the amount of \$1,000, each pursuant to and in accordance with Section 10.02 of the Lease Agreement dated as of December 1, 2006 between the City and Spirit.

Date: June 30, 2008

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

**BILL OF SALE AND ASSIGNMENT
OF CITY OF WICHITA, KANSAS**

KNOW ALL MEN BY THESE PRESENTS that pursuant to Section 10.03 of the hereinafter-described Lease Agreement and for the consideration of \$1,000 duly paid by Spirit AeroSystems, Inc. ("Spirit") to the City of Wichita, Kansas (the "City") and \$9,900,000 plus accrued interest duly paid to the registered owner of the Bonds (as defined by said Lease Agreement), such amounts collectively being the purchase price of the hereinafter-described Purchased Project, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City does hereby sell and transfer to Spirit, its successors and assigns the property described on Schedule I attached hereto (the "Purchased Property"), which Purchased Property constitutes part of the Project Equipment, as that term is defined by the Lease Agreement (the "Lease Agreement") dated as of December 1, 2006 between the City, as Lessor, and Spirit, as Lessee, and does hereby assign and convey to Spirit any and all rights, titles and interest that the City may have in such Purchased Property subject, however, to the following:

- (i) those liens and encumbrances (if any) to which title to the Purchased Property was subject when conveyed to the City;
- (ii) those liens and encumbrances created by Spirit or to the creation or suffering of which Spirit consented;
- (iii) those liens and encumbrances resulting from the failure of Spirit to perform or observe any of the agreements on its part contained in the Lease Agreement; and
- (iv) Permitted Encumbrances (as defined by the Lease Agreement) other than the Indenture (as defined by the Lease Agreement) and the Lease Agreement.

IN WITNESS WHEREOF, the City of Wichita, Kansas has caused this Bill of Sale and Assignment to be executed in its name and its seal to be affixed and attested by its Mayor and City Clerk this 30th day of June, 2008.

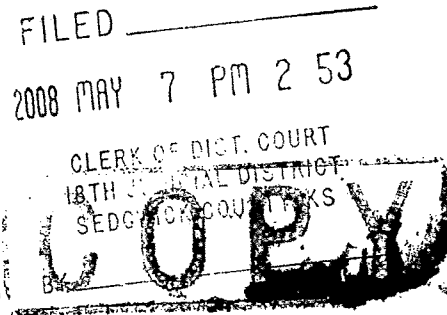
CITY OF WICHITA, KANSAS

Attest:

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, Mayor

HINKLE ELKOURI LAW FIRM L.L.C.
2000 Epic Center
301 North Main
Wichita, Kansas 67202-4820
Telephone: (316) 267-2000
Facsimile: (316) 264-1516



IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

THE CITY OF WICHITA, KANSAS,
a municipal corporation,

Plaintiff,

vs.

ROY SCHOEB & COMPANY, INC., et al.,

Defendants.

CASE NO. 07 CV 3306

PURSUANT TO CHAPTER 26 OF K.S.A.

REPORT OF APPRAISERS AS TO PARCELS 1 & 32

We, the undersigned Appraisers, appointed to view and appraise the value of certain land and/or interests and/or rights described in the Plaintiff's Second Amended Petition for Condemnation in the above-captioned matter and to determine the amount of just compensation to be paid to the interested parties resulting from the taking, after being duly sworn and in accordance with the written instructions given by the Court, now report as follows:

On the 11th day of February, 2008, we caused to be published notice of our public hearing to commence on the 19th day of February, 2008, to all interested parties by notice published in *The Derby Reporter*, a newspaper of general circulation in Sedgwick County, Kansas, the proof of which said published notice has been filed in this action. On the 23rd day of January, 2008, we caused to be mailed copies of said notice of our public hearing to commence on the 19th day of February, 2008, to

the plaintiff and all defendant parties named in the Second Amended Petition whose addresses were known to us or could with reasonable diligence be ascertained, the proof of which mailing has been filed in this action.

By agreement of the parties, we continued our public hearing as to Tracts 1 and 32 to the 10th day of April, 2008. Thereafter, the parties agreed, once again, to continue the public hearing to April 29th, 2008. On the 10th day of April, 2008, we caused to be mailed copies of said amended notice of our public hearing to commence on the 29th day of April, 2008, to the plaintiff and all defendant parties named in the Second Amended Petition whose addresses were known to us or could with reasonable diligence be ascertained, the proof of which mailing has been filed in this action.

On and after our appointment and qualifying herein, we began our appraisal and assessment of compensation by conducting a public hearing, convened at the 22nd Floor Conference Room in the offices of Hinkle Elkouri Law Firm L.L.C., 301 North Main, Wichita, Sedgwick County, Kansas, on the 29th day of April, 2008, the time and place stated in the published and mailed notices, at which time we received oral and written testimony concerning our appraisal and assessment of compensation from plaintiff and such of the defendants as were present and desired to be heard.

After consideration of the testimony received at the hearing and by written submissions from the parties and following our view of the parcels of land involved, and according to the instructions given us by the Honorable Robb Rumsey, we have appraised the land and/or interests and/or rights therein sought by the plaintiff and described in the Second Amended Petition for Condemnation, which description is as follows:

Parcels 1 & 32

Parcel 1

Interested Parties: Roy Schoeb & Company, Inc. (owner); The Town and

Country Food Markets, Inc. (lessee); A-OK Cash Center (tenant); Fed Ex/Kinko's (tenant); Ribbit Computers (tenant); Quizno's (tenant); Custom Nails (tenant); Flying Colors (tenant); Check Into Cash Payday Advance Center (tenant)

A permanent easement for road right of way purposes, in, over, across, and upon the following-described tracts, to-wit:

The West 10' of the North 160' and the West 20' of the South 152' together with the Southwesterly diagonal one half of the East 40' of the West 60' of the South 40' of the following described tract of land: Lot 26 Except the North 20' and Lots 27, 28 & 29 Block 2, Westborough Addition to Wichita, Kansas.

We, the Appraisers, determine the total amount of just compensation to be paid to the landowners and other interested parties to be as follows:

Fair market value of the entire Schoeb, including all of parcel 1, property before the taking of the parcel described above:

\$ 2,000,000

Fair market value of that portion of the Schoeb property remaining immediately after the taking of the parcel described above:

\$ 1,700,000

Difference:

\$ 300,000

The "Difference" set forth above is the amount of just compensation that should be paid to:

Roy Schoeb & Company, Inc. (owner); The Town and Country Food Markets, Inc. (lessee); A-OK Cash Center (tenant); Fed Ex/Kinko's (tenant); Ribbit Computers (tenant); Quizno's (tenant); Custom Nails (tenant); Flying Colors (tenant); Check Into Cash Payday Advance Center (tenant)

the owners and other interested parties, for the taking of Parcel 1 described above.

Parcel 32

Interested Parties: Roy Schoeb & Company, Inc. (owner); Hog Wild Pit Bar B-Q (tenant); Wayne and Luella Linnebur (mortgagees); Kansas Gas & Electric Co. (easement holder); Kansas Power & Light Co. (easement holder)

A permanent easement for road right of way purposes, in, over, across, and upon the following-described parcel, to-wit:

The East 10' of Lot 5, Block 1, Westborough 2nd Addition to Wichita,
Kansas.

We, the Appraisers, determine the total amount of just compensation to be paid to the
landowners and other interested parties to be as follows:

Fair market value of the entire Schoeb, including
all of parcel 32, property before the taking of the
parcel described above:

\$ 500,000

Fair market value of that portion of the Schoeb
property remaining immediately after the taking of
the parcel described above:

\$ 489,000

Difference:

\$ 11,000

The "Difference" set forth above is the amount of just compensation that should be paid to:

Roy Schoeb & Company, Inc. (owner); Hog Wild Pit Bar B-Q (tenant); Wayne
and Luella Linnebur (mortgagees); Kansas Gas & Electric Co. (easement holder);
Kansas Power & Light Co. (easement holder)

the owners and other interested parties, for the taking of Parcel 32 described above.

We, the undersigned Appraisers, file this Report of Appraisers with the Clerk of the above Court on
this 7th day of May, 2008, and hereunto affix our signatures as of that date.

APPRAISERS:


James Gardner II


Grant Tidemann


Leo Goseland

HINKLE ELKOURI LAW FIRM L.L.C.

2000 Epic Center
301 North Main
Wichita, Kansas 67202
(316) 267-2000

2008 MAY 8 PM 3 49

CLERK OF DIST. COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

IN THE EIGHTEENTH JUDICIAL DISTRICT BY
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

COPY

THE CITY OF WICHITA, KANSAS,

Plaintiff

vs.

Case No. 07 CV 3306

ROY SCHOEB & COMPANY, INC. et al.,

Defendants

Pursuant to Chapter 26 of Kansas Statutes Annotated

ORDER APPROVING REPORT OF APPRAISERS FOR PARCELS 1 AND 32
AND ALLOWING APPRAISERS' FEES AND COURT COSTS

NOW, on this 8th day of May, 2008, this matter comes before the Court for review of the Report of Appraisers for Parcels 1 and 32 filed herein and for hearing on the application of the Court's appointed Appraisers for an award of fees and expenses for their services. The Court, having examined the Report of Appraisers for Parcels 1 and 32 and having been otherwise duly advised of the time, the application of skills and the complexity of appraising the subject land, and having been otherwise duly advised in the premises, finds that the Report of Appraisers for Parcels 1 and 32 should be approved; and that the reasonable value of the Appraisers' fees and expenses are as set forth below.

IT IS THEREFORE, BY THE COURT ORDERED that the Report of Appraisers for Parcels 1 and 32 dated May 7, 2008 and filed on May 7, 2008, should be and is hereby approved and confirmed; and, that the following amounts for Appraisers' fees and expenses and court costs are hereby approved for payment, to be taxed as costs herein:

Jim Gardner	\$10,500.00
Leo Goseland	\$10,500.00
Grant Tidemann	<u>\$10,500.00</u>
Total Appraisers Fees	\$31,500.00

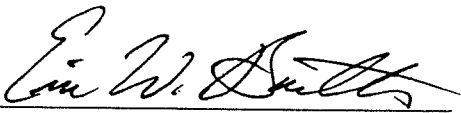
IT IS BY THE COURT FURTHER ORDERED that, should there be a dispute among the parties in interest (landowners and other interested parties herein) as to the division of the amount of the appraisers' award, upon motion filed with the Clerk of the District Court, the Court will determine how the amount awarded is to be divided among the disputing parties in interest.

IT IS BY THE COURT SO ORDERED.

S/ W. Woolley
 HONORABLE ROBB RUMSEY
 DISTRICT COURT JUDGE

PREPARED AND APPROVED BY:

HINKLE ELKOURI LAW FIRM L.L.C.

By 
 David M. Rapp, KS SC #08802
 Eric W. Barth, KS SC #21193
Attorneys for Plaintiff, The City of Wichita, Kansas

CITY OF WICHITA
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Payment of Condemnation Award (Case No. 07CV3306) Road and Storm Water Improvements to West Street between Maple and Central Avenues parcels 1 and 32. (District VI)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of the appraisers' award, together with appraisers' fees and court costs.

Background: The City has identified the need to acquire permanent easements for road right of way purposes from the owner and tenants of commercial use parcels near Central and West owned by Roy Schoeb & Company. Last year the City initiated eminent domain proceedings to acquire this property. On May 7, 2008, the court appointed appraisers filed their award. They determined the compensation to be paid for the acquisition of parcel 1 to be \$300,000.00 and parcel 32 to be \$11,000.00. The court awarded the three appraisers fees in the total amount of \$31,500.00. Court costs are \$147.00.

Analysis: In order for the city to acquire this property, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before June 9, 2008.

Financial Considerations: The costs of acquiring these properties will be paid from project funds.

Goal Impact: This action promotes the goal of Efficient Infrastructure, as it allows construction of improved storm water drainage facilities and street improvements to a heavily traveled street.

Legal Consideration: The City has until June 9, 2008, to decide whether or not to acquire the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for the fees, costs, and would have additional liability for the attorney fees of the property owners.

Recommendations/Actions: Authorize payment to the clerk of the District Court in the amount of \$342,647.00 for acquisition of property easements condemned in Case No. 07CV3306.

Attachments: Report of Appraisers; Order Approving Report of Appraisers

CONTRACT
for
LASER PRINTER MAINTENANCE
BP800049

THIS CONTRACT entered into this **3st day of June, 2008**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **KK OFFICE SOLUTIONS INC.**, (Vendor Code Number 810155-001), whose principal office is at 3910 N Bridgeport Cir, Wichita, Kansas 67219, Telephone Number (316) 944-5464, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Laser Printer Maintenance** (Formal Proposal – FP700085) [Commodity Code Number 20477]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP700085, [Commodity Code Number 20477] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications and plans provided by the City of Wichita as part of the proposal letting process for Formal Proposal FP700085, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** for **unit price** for **Laser Printer Maintenance** - Formal Proposal – FP700085 [Commodity Code Number 20477], for the Information Technology Department, IT/IS as per the proposal specifications and **VENDOR'S** proposal of January 4, 2008 and as approved by the City Council on **May 20, 2008**.

Laser Printer Maintenance -- annual total not to exceed \$25,000

1. All printer repair replacement parts will be of the highest quality and of the best value that can be found.
2. On all "warranty" repairs for HP and Xerox printers, KK Office Solutions will not charge the City of Wichita for parts or labor.

3. Maximum response time will be 4 hours on any call in the city. This is from the time the call is made until the technician will be on our site. Hours are from 8-5 Monday thru Friday.
4. Printer repairs will be done on site (unless carry -in is requested) at a rate of \$40 per hour (1 hour minimum) and with a 15-minute incremental charge after the first hour. There will be no trip charge if the printers are located within Sedgwick County.
5. Repair parts will be charged at a markup of 50% over landed cost.
6. KK Office Solutions will provide a monthly report with model, serial number and location of printers repaired, including date of service on repair and technician's note regarding condition and if attention is needed. This will be delivered within (10) days of the end of the month.
7. There is no return policy on any installed part. All other parts can be returned at no charge to the City of Wichita.

Billing Terms – Net Thirty (30) Days

3. Term. The term of this contract shall be from June 3, 2008, through May 31, 2009, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents the he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

KK OFFICE SOLUTIONS INC.

Gary E. Rebenstorf
Director of Law

Signature

Print Name

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against

Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
June 3, 2008

TO: Mayor and City Council Members

SUBJECT: Providing Local Laser Printer Repair – Selection of Vendors

INITIATED BY: IT/IS

AGENDA: Consent

Recommendation: Approve contracts.

Background: IT/IS contracts with Laser Printer vendors to provide service on the Laser Printers (excluding the Lanier Multi-function Printers). This service is necessary to keep these printers in operating condition during their life cycle.

Analysis: A competitive Request for Proposal (FP700085) was issued for “Laser Printer Maintenance” and 4 responses were received. A staff screening and selection committee reviewed and evaluated the proposals based on the criteria set forth in the Request for Proposal. Therefore the committee determined that KK Office Solutions Inc. should be contracted for the Laser Printer Maintenance. The new contract will be for one year with options to renew under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties.

Financial Considerations: Laser Printer Maintenance costs are within departmental operating budgets, and the annual total is expected not to exceed \$25,000.

Goal Impact: Improve Technology Efficiencies.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract to KK Office Solutions Inc. and authorize the necessary signatures.

Attachment: BP700049 Contract – KK Office Solutions Inc.